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The Hon. Mr. Justice KEKEWICH.

The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

FREDERICK JOHN BLAKE, Esq.

WILLIAM WILLIAMS, Esq.

Contents.

CURRENT TOPICS.....	137	LAW SOCIETIES.....	144
THE TRUSTEE ACT, 1893.....	139	LAW STUDENTS' JOURNAL.....	145
GENERAL ARBITRATION CLAUSES.....	139	LEGAL NEWS.....	145
REVIEWS.....	140	WINDING UP NOTICES.....	146
NEW ORDERS, &c.....	140	CREDITORS' NOTICES.....	146
		BANKRUPTCY NOTICES.....	147

Cases Reported this Week.

In the Solicitors' Journal.

Champion & Co. v. The Birmingham	142
Vinegar Brewery Co. (Lim.).....	142
Erskine, Re, Ex parte Erskine.....	144
Grimston v. Cunningham.....	145
Piddocke v. Burt.....	141
Randell v. Block.....	141
Russell, Re, Ex parte Temperton.....	145
Taylor v. Roe.....	149
Vestry of Paddington v. North Metro-	
politan Railway and Canal Co.....	149
Vitoria, Re, Ex parte Vitoria.....	144

In the Weekly Reporter.

Beaumont, In re.....	142
Bentineck v. London Joint-Stock Bank	140
Birkdale Steam Laundry and Carpet	
Beating Co. (Limited), In re.....	144
Hannay & Co. and Others v. Smur-	
thwaite and Others.....	133
Harvey v. Pacey.....	139
Hildeheim, In re, Ex parte Hilde-	
heim.....	138
Long v. Clarke and Another.....	130
Pape v. Westcott.....	131

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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 30, 1893.

CURRENT TOPICS.

WE PRINT elsewhere some new Supreme Court Funds Rules, repealing part of rule 30, and rules 41, 73, and 74 of the Rules of 1886, and substituting other rules rendered necessary by the provisions of the Trustee Act, 1893.

AN INSPECTION of the cause books of the five judges of the Chancery Division shews that up to the end of this week there are 85 cases set down before Mr. Justice CHITTY, 56 before Mr. Justice NORTH, 65 before Mr. Justice STIRLING, 78 before Mr. Justice KEKEWICH, and 78 before Mr. Justice ROMER, making in all 362, a short list as compared with the 524 cases which appeared in the printed list for Michaelmas, 1893.

THE LIST of appeals for the Hilary Sittings, 1894, will be as meagre as was anticipated. At present it is only from the cause books that an idea can be obtained of the appeals which will appear in the lists. In the book for Appeal Court No 2 there are 15 final and 2 interlocutory appeals from the Chancery Division. In the book for Appeal Court No. 1 there are 45 appeals from the Queen's Bench and Admiralty Divisions, and 8 bankruptcy appeals. There are also 11 cases in the new trial paper, and there are 5 cases in which judgments are reserved, the absence of the Master of the Rolls having delayed their delivery.

THERE IS a considerable batch of Acts of Parliament which will come into operation on Monday next. The chief of these measures are the consolidating and amending Industrial and Provident Societies Act, 1893 (56 & 57 Vict. c. 39), to the provisions of which we have drawn attention, *ante*, pp. 52, 94; the Elementary Education (Blind and Deaf Children) Act, 1893 (c. 42), which is to be read with the Elementary Education Acts, 1870 to 1891, and prescribes the obligation of parents and of school authorities with regard to such children; the latter being bound either to maintain, or contribute to the maintenance of, a school certified by the Education Department as suitable for providing such education; the short Elementary Education (School Attendance) Act, 1893 (c. 51), which raises the age for total or partial exemption from the obligation to attend school to eleven years of age; the Trustee Act, 1893 (c. 53), which we discuss elsewhere; and the Fertilizers and Feeding Stuffs Act, 1893 (c. 56), which provides for implied warranties on the sale of fertilizers and feeding stuffs.

WE REPORT elsewhere a speech by Mr. G. J. JOHNSON, the Mayor of Birmingham, on the occasion of the presentation to him of an address by his professional brethren, which furnishes a rather striking illustration of the advantages to the public which may be afforded by a law society. It appears that in Birmingham there exists such a general good feeling among the members of the profession that "fighting surveyors" and other persons who promote litigation go away in disgust. "It is no use," said one of these individuals quoted by Mr. JOHNSON, "getting up litigation in Birmingham. Every piece of work that is worth fighting gets into the hands of ten or twelve of you, and you meet at the club and you settle it." Very shocking, indeed, to the "fighting" gentleman, but very agreeable and beneficial to the clients concerned. In 1865 and 1866 there were, says Mr. JOHNSON, "two bank failures. Every one of the matters arising out of those failures was redolent of points for litigation, and it was to the credit of the profession that only two cases, he believed, ever came into court. The rest were all settled by the members of the profession." We implied above that this result was

due to the existence of a local law society, but we ought probably to add that something more is necessary. There must be such a society headed by men of high character and ability, setting an example of fair and courteous dealing, good feeling and consideration for their brethren. At the same time we are bound to say that, so far as our experience goes, the bitterest contests between solicitors over legal matters take place in small towns where no law society exists and there is nothing to bring the members of the profession together in friendly intercourse. In such places the lesson "Maintain your point but keep your temper" is not always observed, and the relations between the local solicitors are sometimes too strained to admit of the friendly discussion which would otherwise result in the settlement of matters. Perhaps we may also add that, happy as may be the relations of Birmingham solicitors to each other, they, or some of them, can present a very firm and unyielding front to alien solicitors who, living in the metropolis, have not the advantage of belonging to the local brotherhood. They are not usually taken to the club, or made much of, or always amicably settled with.

IT WOULD SEEM that section 3 of the Married Women's Property Act, 1893, is intended to overrule the doctrine laid down in *Wilcock v. Noble* (L. R. 7 H. L. 580) that a will made by a married woman during coverture will not pass property acquired by her after the coverture unless re-executed or republished after the coverture. The doctrine is *prima facie* at variance with section 24 of the Wills Act, which enacts that every will shall be construed with reference to the real and personal estate comprised in it, so as to take effect as if it had been executed immediately before the death of the testator. But in the case of married women this provision was held to be qualified by section 8, which provides that no will made by a married woman should be valid except such a will as might have been made by a married woman before the passing of the Act. Before the passing of the Act she could, if executrix, make a will appointing an executor to continue the representation to the original testator, and she could make a will in exercise of a power. But otherwise she could only make a will of her separate estate, or, as to other estate, with the consent of her husband. The provision, then, that the will was to speak from the date of death was useless to her, for, by reason of section 8, it could only include property which was her separate estate, or property belonging to her during the coverture to the disposal of which her husband had given his consent. Hence, where a widow, who had made a will during coverture, acquired property after the coverture, the will was ineffectual to pass it without re-execution or republication. And this rule was not altered by the Married Women's Property Act, 1882. Sub-section (1) of section 1 gave her power to acquire, hold, and dispose, by will or otherwise, of any real or personal property as her separate property as if she were a *feme sole*, but in *Re Price* (28 Ch. D. 709) PEARSON, J., held that this applied only to what was done by the married woman during coverture in relation to property of which she was then possessed. Section 3 of the Married Women's Property Act, 1893, now enacts expressly that section 24 of the Wills Act shall apply to the will of a married woman made during coverture, whether she is or is not possessed of or entitled to any separate property at the time of making it, and the will shall not require to be re-executed or re-published after the death of her husband. If, then, the married woman survives her husband, her will, though made during coverture, speaks as to the property comprised in it from the time of her death, and it must be effectual to pass property acquired after the coverture. Impliedly, also, the new enactment repeals section 8 of the Wills Act, so far as that has hitherto prevented section 24 from applying to the wills of married women made during coverture.

PROBABLY NO lawyer who followed the evidence in the Ardnamont case anticipated any other verdict than that which was given. The chain of circumstantial evidence was incomplete, and the proof of motive was subject to this defect, that the assignment to Mrs. MONSON of the policy for £20,000 by the

deceased while he was a minor was inoperative, and there was some evidence that MONSON (at all events after the death of HAMBROUGH) knew that it was inoperative. This being so, it is remarkable that the summing up of the learned Lord Justice Clerk should have taken so much the form of an address on behalf of the prisoner. He commenced his remarks by stating that the purpose of his charge was, in the first place, that the case might be summed up to the jury from a legal point of view, so that they might understand the aspects of it, and how they ought to look at it; and, in the second place, that those features of it might be brought before them which were worthy of their consideration, in a more unbiassed and collected form than they could be in two fighting speeches between the one side and the other. The course largely pursued in the charge was, however, to subject the evidence adduced on behalf of the prosecution to minute and damaging criticism, and to bring into prominence the points telling in favour of the prisoner. Thus upon the question of motive, to which the learned judge, in a case where the evidence was circumstantial and the guilt of the prisoner inferential only, rightly attached the greatest importance, he stated to the jury that "it certainly is proved by the evidence led by the Crown itself that, as regards any power by CECIL [HAMBROUGH] to assign before he was twenty-one, or any power to recover if he died before twenty-one, MONSON was quite aware there was none." Now the evidence for the Crown on which this statement was based appears to have been that of TOTTENHAM, the money-lender, who was called by the prosecution, and in whose evidence the following statements occurred:—

"MONSON seemed to be under the impression that the assignment which he had would not operate. From CECIL?—Yes. That it was worthless?—Yes. That was after your arrival at Ardnamont on the 11th?—Yes."

This was evidence that after the death of HAMBROUGH on the 10th of August, and after MONSON had seen and talked to TOTTENHAM, he believed the assignment of the policy to be inoperative. How was it evidence that before the death of HAMBROUGH he was under that belief? Yet we do not find a word of warning on the subject from the learned judge. Again, as to the hole in the boat, the charge was directed to pointing out that there was no evidence who made it and nothing from which it could be deduced that MONSON had taken HAMBROUGH to a place where he could be drowned. And as to the shooting on the 10th of August, while special attention was properly directed to the fact that it was five weeks after the event before anyone went to examine the trees having pellet marks in them, it was added that "if it was not proved by the Crown that these marks in the trees were made by the shot that killed HAMBROUGH, then all their theory of a horizontal shot fired from behind at a distance of about nine feet was gone." How on earth could the Crown "prove" the fact stated? Great weight was attached to the evidence as to the spread of shot at a distance of nine feet, and to the absence of any pellet marks in the head or neck or collar of the coat of the deceased, and to HAMBROUGH's habitual carelessness in the use of his gun. Possibly all this may have been due to the necessity which the learned judge may have considered to exist to counteract the effect on the jury of the Solicitor-General's speech for the prosecution, which is on all hands admitted to have been an extremely powerful and closely-reasoned address. But we confess that the charge hardly seems to us to carry out the definition of the function of the judge with which it commenced.

IN THE RECENT case of *Re The Lands Allotment Co. (Limited)* (ante, p. 129) WRIGHT, J., has decided that directors are trustees within the meaning of the Trustee Act, 1888, so that in proceedings to make them liable for improper dealings with the property of the company they are entitled, under section 8 of that Act, to the benefit of the Statute of Limitations; and a similar decision has been given also by CHITTY, J., in *Sovereign Life Assurance Co. v. Wilmot* (37 SOLICITORS' JOURNAL, 581). It is very desirable that a point of so much importance should be settled by the Court of Appeal. It is a matter of legitimate doubt whether an Act dealing with trustees can properly be made to apply to persons like directors, who fill a totally different position. True a director has been said to be a quasi-trustee (*Flitcroft's case*, 31 W. R. 174, 21 Ch. D., at p. 534), and, on the other hand, by the definition clause of the Trustee Act,

1888, the expression "trustee" is defined to include "a trustee whose trust arises by construction or implication of law as well as an express trustee." But this is not enough to bring a director within the Act. A trustee, although only an implied trustee, has property vested in him, and it is in respect of his improper use of this property that he is made liable for a breach of trust. A director has no property vested in him. He merely has control of the property of the company; and it is more correct to speak of him, not as a *quasi-trustee*, but as being in a fiduciary position and liable to account accordingly. Ordinarily it may be immaterial which form of expression is used, but for the purpose of the Statute of Limitations there appears to be a distinction. It does not seem to have been observed that for an implied trustee section 8 of the Trustee Act, 1888, is not required. It is only an express trustee who is debarred from pleading the statute. But when we come to a person to whom the custody of property has been entrusted, and who on that account is treated as being in a fiduciary position, the distinction between express and implied trusts is not applicable. However the fiduciary relation has been created, whether by writing or verbally, the fact of its existence prevents him from pleading the statute (*Burdick v. Garrick*, 18 W. R. 387, L. R. 5 Ch. 233). It seems reasonable to suggest that the exclusion of the statute here stands upon a different footing from its exclusion in the case of a trustee of property, an exclusion which takes effect only when the trust is express. If this is so, it would seem that a director does not fall within the Trustee Act, 1888. WRIGHT, J., observed that if a director was to be treated for some purposes as a trustee, he ought also to have the advantage now granted to trustees of pleading the statute. But it is not clear that this follows. Being in a fiduciary position, the principles applicable to trustees may, to some extent, be applied to him, but this does not convert him into a trustee, so as to bring him within a statute in which that word must be construed in its technical sense, as a person in whom property is vested upon trust for another.

THE TRUSTEE ACT, 1893.

THIS Act is a striking example of the mistaken activity of the Legislature. Under suitable circumstances there may be great advantage in consolidating, though without amending, a series of statutes relating to a particular subject. This is especially the case when the statutes are confusing, and when the subject with which they deal is one upon which the public may require to inform themselves without having recourse to legal advice. In the present instance both of these elements are entirely wanting. The principal statutes relating to trustees are few in number—the Trustee Relief Acts, the Trustee Act, 1850, the Trustee Extension Act, 1852, the Conveyancing Acts, 1881 and 1882, the Trustee Act, 1888, and the Trust Investment Act, 1889; their provisions are well understood, and the references to them are perfectly familiar; and they do not deal with matters about which the public either care or require to inform themselves. In the place of these, reference will henceforth have to be made to a new statute, and, since many changes of language have been introduced, questions will doubtless arise as to how far decisions on the old statutes are still applicable. The change will be the cause of trouble, confusion, and possibly of uncertainty. On the other hand, there are some compensating advantages, and, in particular, many of the provisions of the Trustee Act, 1850, and the Trustee Extension Act, 1852, are now re-enacted in a simpler and more compendious form. In considering the provisions of the new Act little more will be necessary than to point out where the existing law is henceforth to be found. The Act comes into operation on the 1st of January next.

Part I. Investments.—The first part of the Act reproduces the Trust Investment Act, 1889, and at the same time expressly applies it, whether the trust funds are "at the time in a state of investment or not," so as to incorporate the decision of the House of Lords in *Hume v. Lopes* (40 W. R. 593; 1892, A. C. 112). It also reproduces some miscellaneous provisions as to investment of trust funds, such as the provision of 34 & 35 Vict. c. 27, s. 1, that a power to invest in mortgages or bonds of a railway or other company shall include power to invest in

debenture stock, and the provisions of the Public Money Drainage Acts, 1846 to 1856, and of the Improvement of Land Act, 1864, that charges under those Acts shall not interfere with the power of trustees to invest money in the purchase or mortgage of lands so charged. This part contains, too, the provisions of the Trustee Act, 1888, relating to investment—namely, the inclusion of long leaseholds among real securities for the purpose of a power to invest on such securities (section 9); the statement of the duties of trustees in lending money on mortgage (section 4); and the limitation of their liability, in cases where too great a sum has been advanced, to the excess of the actual advance over the amount which might properly have been advanced (section 5).

Part II. Various powers and duties of trustees.—This part consists entirely of excerpts from the Conveyancing Acts, 1881, 1882, and 1892, the Trustee Act, 1888, the Vendor and Purchaser Act, 1874, and Lord St. Leonards' Act (22 & 23 Vict. c. 35). Here in future will be found the provisions as to the appointment of new trustees and the vesting of trust property (Conveyancing Act, 1881, ss. 31, 32, and 34; 1882, s. 5; 1892, s. 6); as to the exercise of powers of sale (Conveyancing Act, 1881, s. 35; Trustee Act, 1888, s. 3; Vendor and Purchaser Act, 1874, s. 3); and as to the power of a married woman who is a bare trustee to convey as a *feme sole* (Vendor and Purchaser Act, 1874, s. 6). Here also will be found the provisions of the Trustee Act, 1888, as to the power of trustees to authorize the receipt of money by a solicitor or banker (section 2), to insure buildings (section 7), to renew leaseholds and raise money for the purpose (section 10); the provisions of the Conveyancing Act, 1881, as to the power of trustees to give receipts (section 36), as to the power of executors and trustees to compound (section 37)—a power which is now extended to administrators, and as to the power of a surviving trustee to exercise a power originally joint (section 38); and the provisions of Lord St. Leonards' Act as to the exoneration of trustees paying money under certain powers of attorney (section 26), and as to indemnity and reimbursement (section 30).

Part III. Powers of the court.—This part re-enacts the provisions of the Trustee Acts, 1850 and 1852, as to the appointment of new trustees by the court, and the making of vesting orders. As intimated above, those Acts have been remodelled, and, considering the cumbersome nature of many of their provisions and the inroad made upon them by the Lunacy Act, 1890, this part of the new Act may be regarded as its chief redeeming feature. It would be tedious and out of place here to shew exactly how the remodelling has been effected, but to appreciate the change reference should be made to sections 26 and 35, which shortly reproduce the numerous sections of the Act of 1850 as to vesting orders of land and of stocks and *chooses in action*. This part also contains the provisions of the Trustee Relief Acts as to payment into court by trustees; the provision of 25 & 26 Vict. c. 108, s. 2, as to the power of the court to sanction a sale of land or of minerals separately; and the provision of the Trustee Act, 1888, s. 6, enabling the court to indemnify a trustee out of the interest of a beneficiary who has instigated a breach of trust.

Part IV. Miscellaneous and supplemental.—This part contains the provision of the Settled Land Act, 1890, s. 17, applying the rules as to the appointment, discharge, and retirement of trustees to trustees for the purposes of the Settled Land Acts; a provision corresponding to sections 46 and 47 of the Trustee Act, 1850, that trust estates shall not be affected by the conviction of the trustee for felony; the Bank of England indemnity clause; and a definition clause founded on the definition clause in the Trustee Act, 1850.

GENERAL ARBITRATION CLAUSES.

THE recent case of *Belfield v. Bourne* (reported *ante*, p. 81) has added another to the list of cases in which the effect of the usual arbitration clause in partnership articles has been discussed.

On a previous occasion (36 SOLICITORS' JOURNAL, 498) we examined a number of recently decided cases, and came to the conclusion that general arbitration clauses do not always produce the desired results, and sometimes have a far wider and

sometimes a far narrower effect than was ever intended by the parties themselves when they signed the partnership articles. We also pointed out that, while on the one hand it is often desirable to avoid the publicity of litigation, it is on the other unwise for any person to deprive himself beforehand of the right to have any dispute which may hereafter arise in connection with the business settled by a court of justice with all the proper safeguards of the law.

The fact is, the recent decisions are not entirely in harmony with one another on the question, What is the effect of the usual arbitration clause, and what matters does it authorize the arbitrator to determine, so as to justify the court in staying proceedings and declining to interfere in the dispute?

As we have already pointed out (36 SOLICITORS' JOURNAL, 499), *Joplin v. Postlethwaite* (1889, 61 L. T. 629; C. A. 38 W. R. Dig. 10) is an authority for the proposition that the question of dissolution is generally a matter for the court, and will not, as a rule, be left to the arbitrator, unless, perhaps, it is expressly included in the arbitration clause, and that *KEKEWICH, J.*, in *Turnell v. Sanderson* (1891, 64 L. T. 654, 39 W. R. Dig. 145) went even further, and held that the question was always one for the court.

A short time after we had drawn attention to these cases the point again arose before the Court of Appeal in *Walmsley v. White* (1893, 40 W. R. 675, 67 L. T. 433), and it was held by *LINDLEY* and *A. L. SMITH, L.JJ.*, that the usual arbitration clause was sufficiently wide to cover a question of dissolution, and that, on a reference under that clause, the arbitrators could, if they thought fit, award a dissolution. The court distinguished the case of *Joplin v. Postlethwaite*, and went on the authority of a decision of *JESSEL, M.R.*, in *Russell v. Russell* (1880, 14 Ch. D. 471), where, however, it should be observed, the point was not argued. It should also be observed that the decision of *KEKEWICH, J.*, in *Turnell v. Sanderson* does not appear to have been cited.

The importance of the decision in *Walmsley v. White* is seen when we come to the case before us of *Belfield v. Bourne*, in which *STIRLING, J.*, has held that inasmuch as, under the usual arbitration clause in partnership articles, the arbitrator could award a dissolution, and inasmuch as, when the court was asked to decree a dissolution, it could take into account the question of the return of any portion of the premium paid by one partner on going in, therefore an arbitrator has impliedly, by virtue of such clause, been given power to award the return of the premium or some portion thereof.

In arriving at this conclusion the learned judge distinguished the case of *Tattersall v. Groot* (1800, 2 Bos. & Pul. 131), partly on the facts and partly on the ground that it was at variance with later decisions.

Without presuming to cast any doubt on the soundness of the learned judge's decision, or of the process of thought by way of which it was reached, it certainly does appear to be a serious matter if, when persons have entered into a business partnership on certain terms and a quarrel arises in the course of the connection, that the common arbitration clause is to entitle one partner to claim to have settled by arbitration not merely the question of whether the existence of the partnership connection shall be terminated, but whether the terms of the original bargain upon which that connection was itself founded shall stand. It is said that the arbitrator derives his power from the partnership articles, and yet there is implied in the articles a power to him to destroy the source from which he derives his power by awarding an alteration in the agreement from which the articles spring.

Certainly the judgment of Lord ELDON in *Tattersall v. Groot* puts the point very clearly: "In consideration of £420 to be paid by Mr. TATTERSALL, the parties agree to enter into the articles. The covenant to refer matters to arbitration in point of consideration is sustained by the payment of £420, and yet by virtue of that very covenant it is now made a matter of dispute whether the £420 ought to have been paid or not. . . . Large as the words are, I do not think that they authorize a demand of an arbitration on the point whether the consideration of the articles should have been paid or not."

If the decisions of the Court of Appeal in *Walmsley v. White* and of *STIRLING, J.*, in *Belfield v. Bourne* presumably carried out

the real intentions of the parties, there is nothing more to be said; but if it is merely the anxiety of the courts in the present day to snatch at any excuse for passing the consideration of disputes on to some outside tribunal and to stretch a general arbitration clause to its furthest limit, it is time that those who are responsible for the drafting of mercantile agreements, and especially of agreements so lasting and varied in their incidents as partnership articles, should either altogether omit such clauses as dangerous to the rights of either party, or so carefully frame them as to exclude from arbitration so vital a term of the original agreement as the return of the premium.

REVIEWS.

BOOKS RECEIVED.

A Treatise on Trusts and Monopolies, containing an Exposition of the Rule of Public Policy against Contracts and Combinations in Restraint of Trade, and a Review of Cases, Ancient and Modern. By THOMAS CARL SPELLING, of the San Francisco Bar. Sweet & Maxwell (Limited); Boston: Little, Brown, & Co.

The Trustee Act, 1893: An Act to Consolidate Enactments relating to Trustees. Together with The Trustee Act, 1888, and The Trust Investment Act, 1889. With Explanatory Notes, Numerous Forms, and a Complete Index. By ARTHUR REGINALD RUDALL, Barrister-at-Law, and JAMES WILLIAM GREIG, LL.B., B.A. (Lond.), Barrister-at-Law. Jordan & Sons.

American Law Review, November-December, 1893. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

The Annual (Winding-up) Practice, 1894. Being a Collection of the Statutes, Orders, and Rules relating to the Practice as to the Winding up of Companies under The Companies (Winding-up) Act, 1890. By Mr. Registrar EMDEN and THOMAS SNOW, Esq., M.A., Barrister-at-Law. William Clowes & Sons (Limited).

Modern Decisions on Ritual and Kindred Subjects. By GEORGE JOHN TALBOT, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

NEW ORDERS, &c.

SUPREME COURT FUNDS RULES, 1893.

I, the Right Honourable FARRER, Lord Herschell, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of Her Majesty's Treasury, do hereby in pursuance of the powers contained in the Court of Chancery Funds Act, 1872, the Supreme Court of Judicature Act, 1875, the Supreme Court of Judicature (Funds, &c.) Act, 1883, and of every other power enabling me in that behalf, make the following Rules:—

1. These Rules shall come into operation on the 1st January, 1894, and may be cited as the Supreme Court Funds Rules, 1893.

2. The first Clause of Rule 30, and Rules 41, 73, and 74, of the Supreme Court Funds Rules, 1886, are hereby repealed, and the Rules herein-after set forth are substituted for them as follows, that is to say, Rule 3, for the first Clause of the said Rule 30; Rule 4, for the said Rule 41; Rule 6, for the said Rule 73; and Rule 7, for the said Rule 74; and such substituted Rules may be cited as amended Rules 30, 41, 73, and 74 of the said Supreme Court Funds Rules; and Rule 5 may be cited as Rule 41A of the said Rules.

3. (Amended first Clause of Rule 30.) In the Chancery Division, a direction for a lodgment directed by an Order, or in a Lodgment Schedule signed by a chief clerk (in the case of purchase-moneys or receivers' balances), shall be issued by the Paymaster upon receipt of a copy of the Lodgment Schedule; and a direction for a lodgment under the Trustee Act, 1893, shall be issued by him upon receipt of an office copy of the schedule mentioned in Rule 41, or upon receipt of the request and certificate of the Commissioners of Inland Revenue mentioned in 41A.

4. (Amended Rule 41.) When a trustee or other person desires to lodge funds in Court under the Trustee Act, 1893, upon an affidavit, he shall annex to such affidavit a schedule in the same printed form as the Lodgment Schedule to an Order, setting forth:—

- (a.) His own name and address.
- (b.) The amount and description of the funds proposed to be lodged in court.
- (c.) The ledger credit in the matter of the particular trust to which the funds are to be placed.
- (d.) A statement whether legacy or succession duty (if chargeable) or any part thereof has or has not been paid.
- (e.) A statement whether the money or the dividends on the securities so to be lodged in court, and all accumulations of dividends thereon, are desired to be invested, in any and what

description of Government securities; or whether it is deemed unnecessary so to invest the same.

An office copy of such schedule is to be left with the Paymaster.

5. Rule 41A. Where a legal personal representative desires to lodge funds in Court, under the Trustee Act, 1893, without an affidavit, he shall leave with the Paymaster a request signed by him or his solicitor, with a certificate of the Commissioners of Inland Revenue, such request and certificate to be in the form set forth in the schedule hereto, with such variations as may be necessary, or, as regards such certificate, in such other form as shall from time to time be adopted by the said Commissioners with the consent of the Lords Commissioners of Her Majesty's Treasury. The money or securities so lodged shall be placed to the credit mentioned in such request.

6. (Amended Rule 73.) A sum of money lodged in Court as provided in Rule 41A, if or so soon as such money and the interest, if any, to be credited in respect thereof, shall amount to or exceed £40, and the dividends accruing on any securities so lodged, if and when they shall amount to or exceed £20, shall be invested without any order or request in New Consols, and the dividends accruing on such New Consols and all accumulations thereof shall, if or so soon as they amount to £20, be invested in New Consols.

7. (Amended Rule 74.) When it is stated in the schedule to the affidavit made pursuant to Rule 41 that it is desired that any money to be lodged in the Court, and the accumulations thereof or any dividends to accrue on any securities to be so lodged, shall be invested in any description of Government securities, such money, if or so soon as such money and the interest, if any, to be credited in respect thereof shall amount to or exceed £40, and the dividends accruing on such securities, if or so soon as they shall amount to or exceed £20, shall be invested accordingly, without any order or further request for that purpose.

Dividends accruing on funds or on investments or accumulations of funds lodged in Court under the 32nd section of the Act George III. cap. 52, or under the Act 10 & 11 Vict. cap. 96, prior to the commencement of the Chancery Funds Rules, 1872, shall, when or so soon as they amount to or exceed £20, be invested without any request.

8. Money or securities lodged in Court under the 32nd section of the Act George III. cap. 52, or under the Act 10 & 11 Vict. cap. 96, prior to the commencement of these Rules, or securities purchased with such money, or the income thereof, shall, subject to any order affecting the same made prior to the commencement of these Rules, be dealt with in the same manner as if such money or securities had been lodged in Court under the 42nd section of the Trustee Act, 1893.

The 20th day of December, 1893.

(Signed) HERSHELL, C.

SCHEDULE.

TRUSTEE ACT, 1893—LEGACY (or Share of Residue) of E. F. under the Will (or intestacy) of C. D.

A. B., the executor of the Will (or administrator of the estate) of C. D., deceased, whose Will was proved (or of whose effects letters of administration were granted) on the day of proposes to lodge in Court to the credit of "Legacy to (or share of residue of) E. F., an infant (or beyond seas) under the Will (or intestacy) of C. D." the sum of £ (or the following securities representing), the full amount (or part) of such legacy (or share of residue) to which the said E. F. is absolutely entitled [describe securities, if any, which must be such as the Paymaster can properly accept].

CERTIFICATE as to PAYMENT or SATISFACTION OF LEGACY DUTIES or of No LEGACY DUTY CHARGEABLE.

If Duty paid.

Reg. of the year 18 . . . Fo.

I certify that the sum of £ was paid on the day of for legacy duty, at the rate of per cent. in respect of the above-mentioned (state amount of money or describe securities) payable to , described as a of the deceased

If no Duty chargeable.

Reg. of the year 18 . . . Fo.

I certify that no legacy duty is chargeable in respect of the above-mentioned (state amount of money or describe securities) payable to E. F., described as a of the deceased, inasmuch as such sum is (or such securities are) stated to be part of the personal estate of the deceased, upon the value whereof stamp duty has been paid under Section 27 (or 33) of the 44 Vict. cap. 12, and therefore exempt from legacy duty under section 41 (or 35) of that Act.

In either Case.

Dated the day of

By order of the Commissioners of Inland Revenue.

(Signed)

N.B.—No deduction must be made from the amount to be paid in for costs and expenses.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

RANDELL v. BLOCK—Chitty, J., 21st December.

LEASE—RESTRICTIVE COVENANT—USE PREMISES AS "OFFICES"—MEANING OF WORDS—OFFICE—MERCHANT—SALE OF WINE BY THE GLASS.

Motion to restrain the defendant Block and his undertenant from breach of a covenant in a lease. The covenant provided that the lessee, a wine merchant, should not carry on any noxious business, &c., but should "keep and use and cause to be kept and used the said premises as and for offices and the storage of wine and spirits only, and for no other purpose whatsoever." The undertenant, a wine shipper, wine and spirit merchant, and free vintner, commenced selling wine by the glass, a free vintner in the City of London requiring no licence for this purpose. Counsel for the defendants contended that "office" meant "place of business" and that the lessee might carry on any business which was not noxious, &c.

CHITTY, J., said that this was a bold argument. In these cases dictionaries were of some assistance, but the meaning of the terms would best be ascertained from the context. He thought the term "office" was not used in this wide sense here, and that it was confined to an ordinary wine merchant's business. The gist of the defendants' contention was that they might carry on the business of a wine shop and sell across the counter for immediate consumption then and there to any buyer. This was not the meaning of the covenant. No doubt the term "merchant" was now used in a wider sense than formerly. Many retail traders called themselves merchants. It was a grander term. The defendants would not violate the covenant by selling by retail say half a dozen bottles at a time, because that was the common business of a wine merchant of the present day. But there the liberty terminated. They could, of course, allow customers to come and taste their wine. That was quite a different thing from what the defendants had done. Selling a glass of wine with a view of ulterior dealing was justified; so also was selling by sample, but in his lordship's opinion the covenant was so framed as to preclude the defendants from carrying on the business of an ordinary wine shop, and the injunction must go accordingly.—COUNSEL, *Byrne, Q.C.*, and *Bristowes; Michlem*. SOLICITORS, *Layton, Sons, & Shendon; Rhodes & Son*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

PIDDOCKE v. BURT—Chitty, J., 20th December.

ATTACHMENT—ORDER FOR PAYMENT OF MONEY—PERSON "ACTING IN A FIDUCIARY CAPACITY"—PARTNERSHIP, RELATION OF—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 4, SUB-SECTION 3.

Motion. By an order of the 21st of June, 1893, a receiver in the above action was appointed by consent, upon the plaintiff's application, to receive, collect, and get in the outstanding debts and other moneys owing, belonging, payable, or which might be paid to the firm of Piddocke & Burt, solicitors, with certain exceptions named in the order. On the 10th of July, 1893, the defendant applied for, and on the 23rd of August, 1893, obtained, a four-day order against the plaintiff for payment by him to the receiver of £479 2s. 6d. in his hands belonging to the outstanding partnership or to the clients of the partnership business. The order was duly served on the plaintiff, but he had not paid the £479 2s. 6d., or any part of it. The plaintiff's evidence was to the effect that, with the exception of £32 19s., the whole had been received by him before the order for a receiver was made, and that the £32 19s. had been received by him before the order for payment; that he had made every endeavour to pay, and to realize property for the purpose of doing so, but owing to the nature of the various properties belonging to him it necessarily took time to realize them, and he had not been able to do so; and that there were other difficulties, including an alleged wrongful detention of title deeds by a bank. He also alleged prolonged and severe illness and consequent inability to attend to business since the order for payment, and disclaimed any intention of disobeying the order of the court. This was a motion by the defendant that a writ of attachment might issue against the plaintiff for his contempt in not obeying the order of the 23rd of August, 1893, which first came on for hearing before Kennedy, J., the vacation judge, on the 4th of October, and several times since was before the court, but stood over on certain terms. The question was whether the plaintiff was, in regard to the sum which he had been ordered to pay, "a person acting in a fiduciary capacity" within the exception in section 4, sub-section 3, of the Debtors Act, 1869, generally abolishing imprisonment of persons ordered to pay a sum of money. For the applicant the affirmative was maintained, in reliance on the decisions in *Crowther v. Elgood* (35 W. R. 369, 34 Ch. D. 691), a case of a defaulting auctioneer; *Litchfield v. Jones* (36 W. R. 397, 36 Ch. D. 530), a case of a solicitor, the town-agent of a country solicitor, making default in payment ordered in action for an account of his agency; *Re Gent, Gent-Davis v. Harris* (37 W. R. 151, 40 Ch. D. 190), a case of a defaulting receiver; *Morris v. Ingram* (28 W. R. 434, 13 Ch. D. 338), and *Middleton v. Chicketer* (19 W. R. 369, L. R. 6 Ch. App. 152). Counsel for the respondent denied that a partner stood in a fiduciary relation to his co-partner, and referred to *Knox v. Gye* (L. R. 5 H. L. 656).

CHITTY, J.—It is nearly a quarter of a century since the passing of the Debtors Act of 1869, and during all that time no motion like this has ever been brought under that Act. I have to decide the bare question whether a partner receiving money on account of himself and his co-partner receives it in a fiduciary capacity? Kay, J., and the Court of Appeal have held in *Crowther v. Elgood* that an auctioneer is in a fiduciary position within the sub-section with respect to money produced by the

sale of goods intrusted to him, but that is different. One partner is no doubt an agent for his co-partner, but not every agent stands in a fiduciary position. I should be straining the law if I held that the relation here was a fiduciary one. The motion fails. There will be no order, and no costs. Application refused.—COUNSEL, Church; W. Baker. SOLICITORS, Prier, Church, & Adams; Edmonds & Edmonds.

(Reported by J. F. WALEY, Barrister-at-Law.)

TAYLOR v. ROE—Stirling, J., 13th December.

COSTS—TAXATION—INTERLOCUTORY ORDER FOR PAYMENT OF COSTS—INTEREST ON COSTS—TIME FROM WHICH INTEREST RUNS—1 & 2 VICT. c. 110, ss. 17, 18.

In this action, which was brought for an account of certain property sold by the defendant as agent for the plaintiff, an order was made on the 22nd of August, 1884, upon a motion by the plaintiff, directing a writ of attachment to issue against the defendant for non-compliance with a previous order, and the defendant was ordered to pay to the plaintiff his costs of the motion and attachment. Another order was made on the 18th of December, 1884, on the motion of the plaintiff, under which a receiver was appointed, and the defendant was ordered to pay to the plaintiff his costs of the motion. The costs under these orders had been certified, but had not been paid. A further order was made on the 20th of January, 1893, directing the plaintiff to pay to the defendant the costs of another motion on his part which was unsuccessful. By an order made on the 27th of January, 1893, it was ordered that in taxing the costs of the defendant under the previous order the taxing master was to have regard to the taxed costs payable under the earlier orders by the defendant to the plaintiff and any proper interest payable in respect thereof, and was to set off the same. The plaintiff claimed interest on the certified costs as from the date of the orders under which they were taxed, but the taxing master disallowed his claim, on the ground that, the orders being interlocutory orders, the costs thereby directed to be paid did not carry interest. The plaintiff then took out this summons to review the taxing master's decision, and relied on 1 & 2 Vict. c. 110, which enacts, by section 17, "that every judgment debt shall carry interest at the rate of four per cent. per annum from the time of entering up the judgment . . . and such interest may be levied under a writ of execution on such judgment," and by section 18 that "all decrees and orders of courts of equity . . . whereby any sum of money or any costs, charges, or expenses shall be payable to any person, shall have the effect of judgments in the superior courts of common law, and the persons to whom any such moneys or costs, charges or expenses shall be payable shall be deemed judgment creditors within the meaning of this Act."

STIRLING, J., after stating the facts, said that previously to 1 & 2 Vict. c. 110 a judgment debt did not carry interest. This was expressly decided in *Gaunt v. Taylor* (3 My. & K. 302), where the then state of the law was fully explained. To have the effect of a judgment under section 18 there must be an order for payment of money or costs, or charges or expenses to a person. Thus a decree in Chancery which contained a declaration that a defendant was liable to make good to an estate being administered in another suit, but which did not order payment of that sum by the defendant, was held not to fall within section 18: *Garner v. Briggs* (6 W. R. 378). Again, an order for payment into court (not to a person) did not fall within the section: *Ward v. Shakeshaft* (8 W. R. 335, 1 Dr. & Sm. 269); nor did an order for payment of costs out of a fund in court: *Attorney-General v. Nethercote* (11 Sim. 529). On the other hand, in the *Duke of Beaufort v. Phillips* (1 De G. & Sm. 321) a decree for specific performance, ordering the defendant to pay purchase-money, interest, and taxed costs, was held to constitute a judgment debt. In *Jones v. Williams* (8 M. & W. 349) it was held that the section did not apply to money awarded by an arbitrator where the agreement of reference had been made a rule of court. It had long been settled that a judgment for costs only covered interest: *Pitchev v. Roberts* (12 L. J. Q. B. 178), *Newton v. Conyngham* (17 L. J. C. P. 288), and it appeared to have been the opinion of the Court of Common Pleas in *Hodgson v. Patterson* (5 Scott W. R. 76), that a rule ordering a party to pay the taxed costs of the day was within section 18. Upon the construction of the Act his lordship thought an order directing payment of costs to be taxed by one person to another was within the section. That view appeared to him to have been adopted and acted on both by those who framed the rules of the old Court of Chancery and by the officers of that court. The writs framed by the judges of the Court of Chancery were set out in 1 Beav. p. xv. and following. One was a form of *fi. fa.* on a decree or order for payment of costs, and gave interest from the date of the certificate. Interest could only be provided for under the Act. This form was retained by the Consolidated Orders (see Morgan, 3rd ed., p. 608). He had been informed by a very experienced officer of the court (Mr. Stringer, of the Central Office), who had formerly been in the Office of Records and Writs of the Court of Chancery, that, according to the practice of that office, no distinction as regards the issue of writs of *fi. fa.* for costs was known between final decrees and interlocutory orders, but that all that was regarded was whether there was an order for payment of costs by a person to a person. Since the rules of 1883 interest ran, not from the date of the certificate, but from the date of the order: see *Pym v. Burt* (28 SOLICITORS' JOURNAL, 428; W. N., 1884, p. 100), *Beeswell v. Coaks* (36 W. R. 65, 36 Ch. D. 441); and in all other respects the practice at the courts remained the same. The practice of the Office of Records and Writs and of the Central Office consequently seemed to be in favour of the plaintiff. The taxing master whom his lordship had seen had informed him that there was no practice to the contrary in the taxing office, and that all he meant to convey was that neither he nor any of his colleagues was aware of any case in which interest had been allowed in that office on

costs awarded by an interlocutory order. The absence of precedent might be easily accounted for when it was remembered that costs payable out of a fund did not carry interest, and that in other cases the duties of a taxing master came to an end when his certificate was given. The cases of *Es parte Moore* (33 W. R. 438, 14 Q. B. D. 637) and *Re Alexander* (40 W. R. 202; 1892, 1 Q. B. 216) which had been referred to, only related to the question what was a final judgment within the meaning of the Bankruptcy Act, 1883, s. 4, sub-section 13, and, regard being had to the decisions, it might very well be that neither of the orders in question was a final judgment such as would support an adjudication in bankruptcy. In section 18 of 1 & 2 Vict. c. 110 there was nothing about a final judgment. His lordship was of opinion that each of the orders, being an order for payment of costs by the defendant to the plaintiff, fell within section 18, and entitled the plaintiff to interest on the costs thereby awarded, and that consequently the plaintiff's objections to the taxation must be allowed.—COUNSEL, Fossett Lock; Hastings, Q.C., and F. Cripps Day. SOLICITORS, Hurford & Taylor; Morse, Hewitt, & Farman.

(Reported by W. A. G. WOODS, Barrister-at-Law.)

High Court—Queen's Bench Division.

CHAMPION & CO. v. THE BIRMINGHAM VINEGAR BREWERY CO. (LIM.)—15th December.

LIBEL—INJUNCTION—DISCRETION OF COURT—PRIVILEGE.

This was an appeal from an order by Bruce, J., in chambers, granting an *interim* injunction restraining the defendants from publishing or continuing to publish articles purporting to be extracts from a newspaper with reference to the plaintiffs and copies of a letter sent by the defendants to the newspaper. The plaintiffs and the defendants were both manufacturers of vinegar. Reports appeared in a trade journal of proceedings before justices which resulted in the conviction of a person for selling adulterated vinegar, which vinegar, it was alleged, was manufactured by the plaintiffs. The defendants caused these reports to be reprinted and circulated them widely amongst grocers and others; they also wrote a letter to the trade journal in which reflections were cast upon the purity of the plaintiffs' vinegar and their conduct with reference to the proceedings before the justices; they reprinted this letter and circulated it with the other reprints by means of their travellers. The plaintiffs commenced an action against the defendants claiming damages for libel and an injunction, and Bruce, J., granted the injunction, against which the defendants now appealed. The defendants had ordered the withdrawal of the reprints from circulation, but there was some evidence that their order had not been thoroughly carried out. No defence had as yet been delivered. The following cases were referred to in argument: *Bonnard v. Perryman* (1891, 2 Ch. 269); *Quartz Mining Co. v. Beall* (20 Ch. D. 501); *Stevens v. Sampson* (5 Ex. D. 53); *Hermann Loog v. Bean* (26 Ch. D. 306).

LORD COLERIDGE, C.J.—I am of opinion that this injunction must be dissolved. The principle which guides the court in the exercise of its jurisdiction to grant injunctions in these cases is that the court ought not to interfere unless it is absolutely satisfied that a wrong is being done. And a wrong is not being done if upon the materials which are before the court a jury might come to the conclusion that there was no wrong. The only difference that I can perceive between this case and *Bonnard v. Perryman* is that here there are at present no pleadings or justification of the words complained of, and in *Bonnard v. Perryman* the defendant swore that the allegations in the article complained of were true and that he would be able to prove their truth at the trial. I do not think that that is a real difference, but I mention it to show that it has not been overlooked. This is a jurisdiction which was not formerly exercised by the courts of common law. When the fusion took place of the old courts into one great court, of which this court and the Chancery courts are divisions, the jurisdiction became clear. Yet it was not exercised in libel cases for some time. I think *Saxby v. Easterbrook* (3 C. P. D. 339) was the first, but there it was exercised after verdict. Various decisions were arrived at until, in *Bonnard v. Perryman*, the Court of Appeal, adopting the language of Lord Esher, M.R., in *Coulson v. Coulson* (3 Times L. R. 846), laid it down that it was "a jurisdiction of a delicate nature. It ought only to be exercised in the clearest cases where any jury would say that the matter complained of was libellous." Now, in the present case, all three occasions when the alleged libel was published are occasions to which privilege would apply unless it was misused. Therefore I do not think that the case is so clear as to take it out of the principle laid down in *Bonnard v. Perryman*, and I think, on the principle of that case, that the injunction should be dissolved. I wish to add that I do not think that *Stevens v. Sampson* in any way conflicts with *Bonnard v. Perryman*, and that I am quite content to adopt the language which I used in that case. There the privileged occasion was abused. It is an old distinction that, not only must the occasion be privileged, but it must be used in a privileged way: a man must not misuse a privileged occasion by speaking that which is defamatory with malice. But in the present case our decision is within *Bonnard v. Perryman*.

COLLINS, J.—I am of the same opinion. The jurisdiction to grant an injunction in cases of defamation was clearly affirmed in *Bonnard v. Perryman*, but conditions for its exercise were laid down, so that it is easy to find out the principles which govern the jurisdiction. It is a jurisdiction which is to be exercised with the greatest possible delicacy. For according to our law it is by a jury that the nature of defamatory words and the defence which is set up are to be judged. Therefore when a person asks for an injunction because he is wronged by a defamation the court must be satisfied that no reasonable jury could decide in favour of the defendant

before it interferes by injunction. It ought not to interfere unless the evidence is all one way. That being the law, it is immaterial whether the answer is justification or anything else; the court must be satisfied that a wrong is being done to the plaintiff, and that that must be the verdict of the jury. It is admitted here that all the occasions were, *prima facie* at all events, privileged, and therefore it would be a question for the jury whether or not the privilege had been abused in each particular case. It cannot be said that there is not a reasonable probability of the jury concluding that no wrong has been done to the plaintiffs. Therefore the order of the judge was wrong, and the injunction must be dissolved.—COUNSEL, *Odgers, Q.C., and Robert Younger*; *Sir Edward Clarke, Q.C., Coward, and Dalry*. SOLICITORS, *Langhams, for Langham, Son, & Douglas, Hastings; Cooper, Thorogood, & Tabor, for Cooper & Co., Newcastle-under-Lyme.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

GRIMSTON v. CUNNINGHAM—16th November.

CONTRACT—NEGATIVE COVENANT—INJUNCTION.

This case raised a question as to the right of a theatrical manager to obtain an injunction to restrain a member of his company from acting at theatres without the permission of his manager. The appellant, an actor named Cunningham, entered into an agreement with the respondent Grimston, who was the actor and manager professionally known as Mr. W. H. Kendal, by which the appellant agreed to act as a member of the respondent's theatrical company on tour in the provinces of Great Britain and Ireland for two weeks, or longer if required, prior to an American tour at a weekly salary. The agreement further provided that the appellant should engage with the respondent to act and understudy as a member of the respondent's company on tour in America for twenty-five weeks, or longer if required, but not more than forty weeks from the 9th of October, at a weekly salary, the respondent to have the right to retain the appellant's services, on giving a month's notice prior to the termination of the American tour, for a tour in the provinces of Great Britain. The engagement was subject to the rules annexed to the agreement, one of which provided that: "No member of the company is allowed to act, sing, or appear publicly at any other theatre, &c., without the special leave of the management. A breach of this article incurs a forfeiture of engagement, and renders the member liable to instant dismissal." The appellant entered on his engagement and took part in the preliminary provincial tour in England. The repertoire of the company consisted of several plays, and the appellant complained that he was not allowed to act often enough, and also that the parts allotted to him were not those to which he was entitled. The agreement was silent as to the particular parts which the appellant was to act, but the appellant alleged that there was an understanding when he signed the agreement that he was to have parts of the same character and importance as those which he had performed under other well-known theatrical managers. The appellant went to America with the company, which commenced their tour in New York with a play called "The Second Mrs. Tanqueray." In this play the appellant had no part, and he wrote to the respondent saying that, owing to the great success achieved by the company in this play, it seemed probable that the respondent would have practically no requirement for his services, that the appellant had been given to understand that he would have certain parts, and that he could not afford to spend probably eight months in "understudying," and asking the respondent to cancel his engagement. An interview subsequently took place between the appellant and the respondent, but the matter was not settled, and accordingly the appellant returned to England, and entered into an engagement at the Opera Comique Theatre. The respondent then commenced an action claiming damages and an injunction. Bruce, J., in chambers, made an order that the appellant be restrained from acting, singing, or performing at any theatre other than those of the respondent without the leave of the respondent for twenty weeks or until the trial of the action. From this order the present appeal was brought.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J., said that the agreement contained a distinct negative covenant, and was one which ought to be enforced by an injunction. It was a kind of agreement that was pre-eminently subject to the jurisdiction of the court, because the importance of the injunction might be out of all proportion to the amount of damages which could be recovered, and which, moreover, it would be very difficult to ascertain. The appellant complained that, whereas he had been given to understand that he would have certain parts, those parts had not been allotted to him. That understanding was, however, no part of the contract, although the matter might be taken into consideration, and if it indicated any want of good faith on the part of the respondent it might be a reason for refusing the injunction. But there was no allegation of such a want of good faith. The circumstances under which the court would refuse an injunction were when the plaintiff had failed to do something which he had undertaken to do as part of the contract. Under this contract the appellant was engaged to act and understudy. That did not mean that the appellant was to act in every play produced, of which there would be several, as the company was on tour, but that the appellant was to have such opportunities of acting as were reasonable under the circumstances. There was no evidence that the respondent had violated or intended to violate the agreement. The American tour commenced with the play "The Second Mrs. Tanqueray," in which the respondent gave the appellant no part, and only a week after that play was first produced the appellant chose to assume that it would be played during the whole tour, and that therefore he would have no opportunity of acting for eight months. There had been no acquiescence by respondent in the appellant's allegation that that state of things would occur, and under the circumstances it was most improbable that the com-

pany would perform only one play during the whole tour. In his opinion the appellant had no answer to the negative clause in the agreement, and for the reasons given he thought that the order appealed from was right, and that the injunction ought to be continued.

WRIGHT, J., concurred, and said that the authorities shewed that the court was generally bound to give effect by injunction to a negative covenant. Formerly that doctrine had been interfered with by the idea that the court would not enforce one side of a contract by injunction if the other side could not be the subject of an injunction. Since the case of *Donnell v. Bennett* (22 Ch. D. 835) that view had no longer prevailed. The only point, therefore, was whether there was any equity against the respondent disentitling him from enforcing the contract by injunction, and the only suggestion was that the respondent had not afforded the appellant reasonable opportunities of acting. There was no evidence in support of that, except a very vague suggestion in the appellant's affidavit. Appeal dismissed.—COUNSEL, *Kisch; Lockwood, Q.C., and W. Graham*. SOLICITORS, *Harwood & Stephenson; Long & Gardner.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

VESTRY OF PADDINGTON v. NORTH METROPOLITAN RAILWAY AND CANAL CO.—1st December.

METROPOLIS MANAGEMENT ACT, 1862, AMENDMENT ACT, 1890 (53 & 54 VICT. C. 54), s. 1—EXPENSE OF PAVING A FOOTWAY—BY WHOM BORNE.

This was a special case stated by consent. The defendants were the owners of a towing path running by the side of the Regent's Canal. Next to the towing path on the side away from the canal was a footway which the vestry of Paddington were about to pave, beyond the footway again was a public road, on the other side of which were houses. The vestry were acting under the powers conferred upon them by the Metropolis Management Act, 1862, Amendment Act, 1890, which provides that "the owners of the houses and the owners of land bounding or abutting on the road or street in which such footway or any part thereof is situate, shall on demand pay . . . the amount of the expense incurred." On behalf of the vestry it was contended that the expense ought to be borne by the owners of land only on that side of the road where the footway was situate, and within the limits of length of the footway or portion of the footway on which the paving was actually to be done; on behalf of the defendants that it ought to fall on the owners on both sides of the street and throughout its whole length.

THE COURT (WILLS and WRIGHT, JJ.) held that the owners on both sides of that section of the road in which the footway was situate were liable for the expenses of paving, but that in cases where the footway did not extend as far as the road or where only a portion was to be paved the liability did not extend to the owners throughout the whole length of the road. A footway may therefore be paved in sections, the owners of houses or land (on both sides of the road) bounding or abutting upon that portion of the road in which the section is situate being exclusively responsible for the expenses incurred in respect of their particular section.—COUNSEL, *H. Avery; R. Bray*. SOLICITORS, *J. H. Hortin; Hollams, Sons, Coward, & Hawkeley.*

[Reported by J. E. ALDOUS, Barrister-at-Law.]

Bankruptcy Cases.

Re RUSSELL, *Ex parte* TEMPERTON—C. A. No. 1, 16th December.

BANKRUPTCY—PETITION—JUDGMENT DEBT—PROCEEDINGS STAYED PENDING APPEAL—TERMS—BANKRUPTCY ACT, 1883, s. 7, sub-section 4; s. 109.

This was an appeal of the petitioning creditor from an order of the Divisional Court (Vaughan Williams and Kennedy, JJ.) affirming an order of the registrar of the Kingston-upon-Hull County Court staying the proceedings upon a bankruptcy petition. An action had been brought by the petitioning creditor against the respondent and several other defendants, who were the officials of a trades union. The action was tried at Leeds, before Collins, J., and a special jury, and resulted in a verdict for the plaintiff with damages £250. A stay of execution was asked for and granted by Collins, J., on condition of the £250 being paid into court. The defendants appealed from the judgment entered at the trial, but the Court of Appeal dismissed the appeal (see 37 SOLICITORS' JOURNAL, 423). An application for a stay of execution pending an appeal to the House of Lords was asked for and refused. A bankruptcy notice founded upon the judgment debt and costs was served by the petitioning creditor on the respondent, the other defendants having already filed their own petitions. The petition came on for hearing on the 12th of July, and after several adjournments the registrar, on the 5th of August, granted an unconditional stay of the bankruptcy proceedings pending the appeal to the House of Lords, the respondent having on the 4th of August made the deposit of £300 which is necessary when an appeal is entered in the House of Lords. The Divisional Court refused to interfere with the discretion of the registrar. Section 7, sub-section 4, of the Bankruptcy Act, 1883, provides that where the act of bankruptcy is non-compliance with a bankruptcy notice to pay a judgment debt, the court may, if it thinks fit, stay or dismiss the petition on the ground that an appeal is pending from the judgment. By section 109 the court has power at any time to stay proceedings under a bankruptcy petition on terms.

THE COURT (LORD HALSBURY and LOVELL and KAY, L. JJ.) varied the order of the Divisional Court, and granted a stay of the proceedings under the bankruptcy petition pending the appeal to the House of Lords, upon the terms that the debtor pay to the petitioning creditor's solicitor within a month the taxed costs which had already been incurred; the petitioning

creditor's solicitor to give an undertaking to return the costs in the event of the appeal to the House of Lords being successful.—COUNSEL, *Montague Lush*; *Robson*, Q.C., and *H. T. Kemp*. SOLICITORS, *Bell, Brodrick, & Gray*, for *J. T. & H. Woodhouse*, Hull; *Shaan, Roscoe, Massey, & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re VITORIA, Ex parte VITORIA—C. A. No. 1, 16th December.

BANKRUPTCY—APPEAL—OMISSION TO SEND COPY OF NOTICE OF APPEAL TO REGISTRAR—BANKRUPTCY RULES, 1886, r. 132—BANKRUPTCY ACT, 1883, s. 104, sub-section 2 (d); s. 105.

This was an appeal from the decision of a divisional court (Vaughan Williams and Kennedy, JJ.) reversing an order of the registrar of the Croydon County Court. A bankruptcy petition was presented in that court, founded upon non-compliance with a bankruptcy notice served on the debtor after judgment had been recovered against him under order 14. The registrar dismissed the petition after hearing evidence, being of opinion that there was no debt. The petitioning creditor appealed to the Divisional Court, and a preliminary objection was taken to the hearing of the appeal that rule 132 of the Bankruptcy Rules, 1886, had not been complied with. That rule provides that, "upon entering an appeal, a copy of the notice of appeal shall forthwith be sent by the appellant to the registrar of the court appealed from, who shall mark thereon the date when received and forthwith file the same with the proceedings." In the present case a copy of the notice of appeal had not been sent to the registrar of the county court. Section 104, sub-section 2 (d), of the Bankruptcy Act, 1883, provides that "no appeal shall be entertained except in conformity with such general rules as may for the time being be in force in relation to the appeal." It was contended, on the authority of *Ex parte Silence* (7 Ch. D. 238) and *Ex parte Lamb* (19 Ch. D. 169), that the failure to send the copy of the notice prevented the appeal from being heard. The Divisional Court held that it was a mere irregularity which the court could cure. The appeal was accordingly heard on its merits, the order of the county court was set aside, and a receiving order made. The debtor appealed, and the preliminary objection was again taken on his behalf.

THE COURT (LORD HALSBURY and LOPES and KAY, L.JJ.) allowed the appeal.

LORD HALSBURY said that in his opinion the preliminary objection was fatal to the appeal. Rule 132, which was a statutory regulation, provided that the copy of the notice of appeal should be sent "forthwith" to the registrar of the court appealed from. It was said that under section 105 of the Bankruptcy Act the court had a general discretionary power of extending the time in such a case as this, but in his opinion the Legislature had not given the court an absolute discretion in the matter. The Legislature might have said that if no injustice had been caused the court might relax the stringency of the rule. The Legislature, however, had not said so, but had said that an appeal should only be entertained when the rules had been complied with. He should have been of the same opinion even apart from the authority of *Ex parte Lamb*. In that case the Court of Appeal held that where a thing is required to be done "forthwith" and can be done without delay, it ought to be so done. In the present case the rule had not even yet been complied with; no doubt the omission had been caused either through ignorance or a slip, but there were no such special circumstances in the case as would justify the court in granting an extension of time. The appeal would, therefore, be allowed, the order of the registrar of the county court restored, and the receiving order rescinded.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Jelf*, Q.C., *F. Cooper Willis*, and *Ivor Bowen*; *Finlay*, Q.C., and *Ringwood*. SOLICITORS, *H. W. Christmas*; *Jenkins, Baker, & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re ERSKINE, Ex parte ERSKINE—C. A. No. 1, 3rd November.

BANKRUPTCY—CONDITIONS ON WHICH CREDITOR MAY PETITION—DEBTOR—ORDINARY RESIDENCE IN ENGLAND—BANKRUPTCY ACT, 1883, s. 6, sub-section 1 (d).

This was an appeal of the debtor against a receiving order made by Mr. Registrar Giffard. The petitioning creditor was Joseph Parker, carrying on business as a bill broker at Duke-street, St. James, under the style of J. Jackson & Co. The petition was presented on the 16th of September, 1893. The question before the court was whether the case came within the words of section 6, sub-section 1 (d), of the Bankruptcy Act, 1883, which provides that a creditor shall not present a bankruptcy petition against a debtor unless "the debtor is domiciled in England, or within a year before the date of the petition has ordinarily resided or had a dwelling-house or place of business in England." The debtor was the Hon. F. St. O. Erskine, he was neither domiciled nor had he a dwelling-house or place of business in England, and the question, therefore, was whether on the evidence he could be said to have ordinarily resided in England within a year before the date of the petition. At the hearing before the registrar an affidavit of a lodging-house keeper of Half Moon-street, Piccadilly, was read, in which it was stated that the debtor had lodged at the deponent's house at various times from September, 1891, to January, 1893, in particular from the 3rd to the 12th, 16th to 19th, and 26th to 28th of December, 1892, and from the 3rd to the 11th of January, 1893. Evidence was given by a valet in the employ of Lord Roslyn, the debtor's brother, who had been lent by Lord Roslyn to the debtor, to the effect that he had attended on the debtor in London from the 21st of September to the 21st of October, 1892, and that the debtor only had a bedroom at the lodging-house in Half Moon-street. The debtor was not present at the hearing before the registrar, and the registrar refused to adjourn the hearing in order that an affidavit might be obtained from the

debtor, who was then in Scotland. The registrar held that the debtor came within the language of the section, and made a receiving order. On the hearing of the appeal two affidavits sworn by the debtor were read, in which he stated that he was a domiciled Scotchman and had not ordinarily resided in England within the year before the date of the petition; that during that period he had lived for three months in France, for four months in Scotland, chiefly at Dysart House, Fife, his brother's residence, and for about twenty weeks in England, ten of which were spent in London at different times, where he engaged his bedroom by the night, and the remaining ten weeks were spent in paying visits to various parts of England.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that it was for the petitioning creditor to show that the case was brought within the terms of the statute. It was admitted that the debtor was not domiciled in England, and had not a dwelling-house in England, and therefore the petitioning creditor had attempted to show that the debtor had "ordinarily resided" in England within a year before the date of the petition. Every place a person slept in was not his residence. If a man went to a hotel and stopped there a month, he could not be said to have resided there. The debtor in this case had come to London, but it was not known under what circumstances, or at whose invitation or cost; all that was known was that he had a bedroom in Half Moon-street, where he slept at the intermittent times as stated in the affidavit of the lodging-house keeper. That evidence did not show that he resided in London, for it was equally consistent with his being only a visitor. But by the words of the Act the debtor must not only reside, but must "ordinarily reside," and even if it was assumed that he resided, it could not be said on the evidence that he ordinarily resided in London; there was, in fact, no evidence that he did so. The appeal would, therefore, be allowed, and the receiving order would be rescinded, and the bankruptcy petition dismissed.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Hansell*; *C. Arnold White*. SOLICITORS, *Hastie*; *Harrison & Davies*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW SOCIETIES.

THE BIRMINGHAM LAW SOCIETY.

A meeting of the members of this society was held on the 15th inst. for the purpose of presenting an address to Alderman Johnson, a member of the society, congratulating him on the honour which had been conferred upon him by the city council in electing him mayor of the city. The presentation was made by Mr. J. B. Clarke (president of the society) in the Council Chamber, which was filled with members of the society.

Mr. J. B. CLARKE, who was cordially received, said that by the kindness of his professional brethren of the city and neighbourhood the honour devolved upon him to congratulate the mayor upon the dignified office which, by the unanimous voice of his colleagues in the city council, he held as the first citizen for the year of the midland metropolis. To be Mayor of Birmingham was, he ventured to think, a position which any gentleman might be proud to occupy, and in the name of the mayor's professional brethren he (the president) most heartily and sincerely congratulated him. Alderman Johnson was the fifth Mayor of Birmingham who had been a member of the Birmingham Law Society. His legal predecessors in the title had been Henry Hawkes, Thomas Richard Tucker Hodgson, Arthur Ryland, and Sir Thomas Martineau, every one of whom used his influence for good upon the city of his birth or his adoption, even as Alderman Johnson was doing now. He (the speaker) represented that day no less than 289 members of their profession. They carried on practice over a district extending from Kidderminster in the west to Coventry in the east, from Lichfield in the north to Warwick in the south. They were an incorporated body, and their objects were "the upholding of the character and status of the solicitors practising in Birmingham and the vicinity, the promotion of honourable professional practice, the repression of malpractice, the consideration of general questions affecting the alteration of administration of the law, aiding in the amendment of the law, and the maintenance and extension of our library." The Mayor had ever been at the front in the maintenance of the objects of their charter. He was admitted in 1855 to the ranks of their profession, and as early as 1858 he was elected a member of the Committee of Management. Ever since that time he had laboured hard for the benefit of everything that was worthy in their honourable profession, and he could not be surprised that the members had taken the earliest opportunity of testifying to their respect, gratitude and affection by the presentation to him of the following address:—

"To Alderman G. J. Johnson, J.P., Mayor of Birmingham.—Dear Mr. Johnson,—On behalf of the members of the Birmingham Law Society, we desire to offer to you our most hearty congratulations on the honour which has recently been conferred upon you by your election as mayor of this city. We rejoice to know that the unanimous selection thus made for this important office was but the natural outcome of the esteem and respect in which you are held, not only by your colleagues on the city council, but by your fellow-citizens of all ranks and creeds. We call to mind your long and honourable connection with the profession to which we all belong, and of which you have, by your energy, ability, and integrity, rendered yourself so distinguished a member; and in particular would recall the unique position which you held in the early days of your career as Professor of Law at Queen's College, prefaced as it was by your acting for no less than four years as hon. secretary of the Birmingham

Law Students' Society. We remember the keen interest you have ever taken in all movements having for their object the amendment and improvement of the law and the upraising of the standard of conduct which should prevail among its practitioners, and we would especially acknowledge your long and active association with our society (in which you have held the offices both of honorary secretary and president), and the many obligations under which you have placed its members by your wise advice and constant interest in its conduct and wellbeing. While thus dwelling upon the nature and worth of your services to our profession, we would not for one moment lose sight of your generous and self-denying labours on behalf of the community at large, and the great amount of time and attention that you have so ungrudgingly given to the public work of this city and to the furtherance of the innumerable agencies for good with which you have from time to time been associated. We venture to think that work such as this is among the highest that a man can render to his fellow-men, and we regard your present appointment as chief magistrate of this city as a fitting acknowledgment of the value which her citizens have placed on your devoted service in her behalf. With renewed expressions of esteem, and every good wish for your future welfare and happiness, we are, dear Mr. Johnson, yours faithfully, J. B. CLARKE (president), HENRY GLAISYER, LL.B. (vice-president), THOMAS H. RUSSELL (hon. secretary). Members of the committee:—Joseph Ansell, Samuel Balden, Charles G. Beale, Edward Bickley, Isaac Bradley, Edward Caddick, J. Barham Carlisle, A. H. Coley, Thomas S. Eddowes, Arthur Godlee, Gainsborough Harward, Thomas Horton, L. W. Lewis, Sylvester R. Masser, Thomas Marlow, C. E. Mathews, R. A. Pissent, Alfred Pointon, Fras. Sanders, C. T. Saunders, James Slater, E. O. Smith."

The Mayor, on rising to acknowledge the presentation, was warmly applauded. He said he did not think it was likely that in his year of office he should experience anything more gratifying to his feelings than the address which had just been handed to him, the very feeling manner in which the president had spoken of him, and the presence of so many of his professional brethren, who must have found it very inconvenient to attend that day. Since he had been mayor he had experienced great help and kindness from everybody with whom he had come in contact. Most of them knew nothing of him before, but they took their opinion of him from the compliment which the council were good enough to pay him in electing him to the mayoral chair. But although that might be very pleasant, it did not equal the pleasure he felt at the recognition of those in his profession who had known him for so long. He saw present gentlemen whose friendship he had enjoyed for forty years. They began as students in the old Law Students' Society, but although that society was small in numbers, he was glad to say that every one of his friends had distinguished himself in after life. They had been thrown together in matters of difficulty and importance, they had been concerned for rival claimants, and they had been under the greatest temptation sometimes of exhibiting ill-temper or want of discretion; but it was satisfactory to him to know that, notwithstanding all that, they still entertained great regard for him. In no town or city he had heard of did there exist such a general good feeling among the members of the profession, such an entire absence of envy, or such satisfaction in the success of any of the members, either in the profession or out of it, as in Birmingham. A gentleman who sometimes described himself as a "fighting" surveyor expressed that feeling in a different way to him one day, when he said, "It is no use getting up litigation in Birmingham. Every piece of work that is worth fighting gets into the hands of ten or twelve of you, and you meet at the club and you settle it." That was perfectly true. They had in the years 1865 and 1866 two bank failures. Every one of the matters arising out of those failures was redolent of points for litigation, and it was to the credit of the profession to say that only two cases, he believed, ever came into court. The rest were all settled by the members of the profession. That shewed the great interest their clients and the public had in the good feeling which, since he had known the profession in Birmingham, they had always endeavoured to cultivate with each other. In reference to the passage in the address respecting his connection with the Birmingham Law Students' Society, and also his connection with Queen's College, he said that if his life had shaped itself as he at first wished he should never have occupied the position he did now. What he should have liked at that time would have been to read law and to teach law, and even now nothing would give him more pleasure than to have the time and the ability to pursue a course of law lecturing. By doing every day the duty that lay nearest to them they were enabled to be of service to others, although not in the way they originally intended. He said with the utmost sincerity that nothing had surprised him more than the position to which he found himself called on the 9th of November last. He came into the council at the request of their late lamented friend Sir Thomas Martineau, who had then but recently entered it, and he stipulated that he should only be placed on one committee, the work of which was congenial to him, the Free Libraries Committee. But bit by bit, by that gentle pressure generally extended on those willing to do work, he was landed in the mayoral chair. He felt bound to acknowledge how much of any aptitude he had for public business was owing to his professional training—not that he sat in the mayoral chair as a solicitor, because he occupied the distinguished and enviable position of being for once in his life a client advised in the best possible manner by an able, learned, and sagacious town clerk. Therefore in matters of local law he did not pretend to know more than an articled clerk in his first year. Still there was something better than mere legal knowledge, and that was legal training, and he felt grateful for his professional training on two points. In the first place, a legal training enabled every one of them to disentangle the real points of a case from the fringe which, generally speaking, was mixed up with it, and which, in the eyes especially of a popular audience, was

thought to be the most important part of it; secondly, they got a healthy distaste for mere rhetoric; and the third thing which came from professional training, and which was more valuable than the others, was the consciousness that in every case there were two sides to it. The consciousness that there were two sides to every case was not only a mental accomplishment but a great moral accomplishment. It enabled them to judge of their adversary's point of view, to give credit to his motives as they expected credit for their own, and, above all, it greatly conduced to the proper conduct of public business.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 19.—Mr. Kinipple in the chair. —The subject for debate was, "That the case of *Re Tidd* (1893, 3 Ch. 154) was wrongly decided." Mr. Simon opened in the affirmative, followed by Mr. Douglas; Mr. Nimmo opened in the negative, followed by Mr. Tibbitts. The following members also spoke:—Messrs. H. Harcourt, Trotter, and Tebbata. Mr. Simon having replied, the chairman summed up. The motion was lost by three votes.

NORWICH LAW STUDENTS' SOCIETY.—Dec. 4.—Mr. Horace E. Miller, barrister-at-law, read an interesting and instructive paper on "Employers' Liability." Mr. Miller, after referring to various cases, and commenting upon Lord Campbell's Act, 1846, and the Employers' Liability Act, 1880, explained and criticized the Bill now before Parliament in a manner which shewed he was well acquainted with the subject. A hearty vote of thanks was accorded Mr. Miller for his paper. A vote of thanks to Mr. James Clabburn, who presided, brought the meeting to a close.

LEGAL NEWS.

INFORMATION WANTED.

WILL WANTED, of the late GEORGE FREDERICK WINNER, of Leale-villas, Muswell-hill, and 1, Muscovy-court, London, supposed to have been made in the year 1889 or 1890. Any knowing of the same please communicate to J. S. Winsor, Tenterden.

GENERAL.

Sir Robert Palmer Harding, late Chief Official Receiver in Bankruptcy, died on the 22nd inst. He was for many years head of the firm of Harding, Whinney, & Co.

Mr. R. O. B. Lane, Q.C., is stated to be suffering from an attack of influenza, preventing his attending to his magisterial duties at the North London Police-court.

On the 21st inst. Mr. Justice North intimated that after the vacation he should be doing his own business, other than witness actions, for three days only; that on Tuesday, the 16th of January, he would try witness actions for a fortnight from the selected list, that during that period Mr. Justice Chitty would take his necessary interlocutory work. He further said that early in the sittings he hoped to dispose of some of his own witness actions independently of the selected list. He would be able to say more accurately at the beginning of next sittings, when he had examined the list, in what manner he should deal with his business.

"A," writing to the *Times*, says: "The Board of Trade officials are seeking an extension of powers, under the Act of 1890, for winding up limited companies. It is also suggested that there shall be a large increase in the emoluments of the official receivers, and additions to their number. A necessary corollary is an increase to the present enormous and expensive clerical staff, which, according to the last return, cost upwards of £30,000 for the year 1892. Before the proposed extension is allowed, it will be well for the public to consider the wearisome delay, the absence of efficient control by creditors, the difficulty of obtaining any information, and the costliness of the existing mode of procedure. It threatens to rival the tedium, the expense, the wastefulness, and the uncertainty of bankruptcy proceedings in the case of individual and private estates, which commercial men regard with dismay and hopelessness. Usually it is not worth the expense and trouble of proving a debt. I have the misfortune to be a creditor of several companies now under compulsory liquidation. One of them has been in the hands of the official receiver for considerably more than a year. His original statement of affairs shewed assets far more than sufficient to pay us in full. After long delay, and at great intervals, we have received dribblets of dividends. The last one left a large balance in hand, being part of the half million lying in the Bank of England to the credit of numerous companies in liquidation, but for which the creditors do not receive any interest. Repeated inquiries elicit a stereotyped reply, written on foolscap paper in approved official style, that another payment will probably be made before long. But it does not seem to come, nor can we ascertain anything about our property. When it arrives, as in former cases, there will be an issue of several hundredweights of printed matter, with some miles of the reddest of red tape. Judging by past experience, it will require about four years to pay us in full out of assets admittedly more than sufficient, and which could have been realized and distributed by a private liquidator in four months, at about one-tenth of the expense."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

WINTER.—Dec. 23, at Morley Lodge, Lewisham, the wife of W. Gurney Winter, solicitor, of a daughter.

DEATHS.

HETT.—Dec. 24, at Torquay, Roslin Hett, solicitor, of Brigg, aged 57.

MILMAN.—Dec. 22, at 1, Cranley-place, Onslow-square, S.W., Henry Salisbury Milman, M.A., F.S.A., barrister-at-law, aged 72.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, DEC. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

RICHARD STANWAY & Co, LIMITED—Creditors are required, on or before Jan 24, to send their names and addresses, and particulars of their debts or claims, to Edward James Abbott, 9, Bennett's hill, Birmingham. Nicholson & Co, 24, Coleman st, solors for liquidator

SAILING SHIP "WOOLTON" Co, LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and particulars of their debts or claims, to R. W. Leyland, H 19 to 21, Exchange bldgs, Liverpool

STEAM LOOK Co, LIMITED—Ptn for winding up, presented Dec 18, directed to be heard on Jan 11. Phillips & Co, 37, Nicholas lane, solors, petners in person. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 10

HIGH COURT OF JUSTICE, ISLE OF MAN.

LIMITED IN CHANCERY.

DOUGLAS HEAD SUSPENSION BRIDGE, LIMITED—Creditors are required, on or before Saturday, Jan 6, to send their names and addresses, and particulars of their debts or claims, to Josiah Kendall Rigby, Douglas, Isle of Man. Wednesday, Jan 17, at 11, at the Court house, Douglas, is appointed for hearing and adjudicating upon the said debts and claims. W. F. Dickinson, Douglas, advocate for official liquidator

FRIENDLY SOCIETIES DISSOLVED.

BLACKLEY AND HARPUREY LAND AND BUILDING SOCIETY, LIMITED, 4A, Norfolk st, Manchester. Dec 16

MUCH MARBLE FEMALE FRIENDLY SOCIETY, Much Marble, Hereford. Dec 16

PHILANTHROPIC LODGE, National Independent Order of Odd Fellows Society, County Arms Inn, Stantonbury, Bucks. Dec 16

STAB-IN-THE-WEST LODGE, Ancient Noble Order of United Odd Fellows, Bolton Unity, King's Head Inn, Sowerby, Yorks. Dec 16

London Gazette.—TUESDAY, DEC. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-GALICIAN SYNDICATE, LIMITED—Ptn for winding up, presented Nov 14, directed to be heard on Jan 11. Beall & Co, Throgmorton House, Cophall avenue, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 10

BABSON'S RESTAURANTS, LIMITED—Ptn for winding up, presented Dec 20, directed to be heard on Jan 11. Pollock & Co, 6, Lincoln's inn fields, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 10

MANOR PARK MILK Co, LIMITED—Creditors are required, on or before Feb 17, to send their names and addresses, and particulars of their debts or claims, to Walter Sissons, 8, Bank st, Sheffield. Taylor & Co, Sheffield, solors for liquidator

UNLIMITED IN CHANCERY.

LEEDS BANKING Co.—North, J., has, by an order dated Nov 20, appointed John Francis Clarke, 41, Coleman st, to be official liquidator

CRÉDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 15.

MORRILL, ARTHUR, Edgbaston, Birmingham, Licensed Victualler Jan 12 Jackson v Morrill, Chitty, J Mosely, 183, Strand

PITTS, JOHN JOSEPH, Chester, Baker Jan 14 Pitts v Pitts, Kekewich, J Barnes, Chester

London Gazette.—TUESDAY, DEC. 19.

WALKER, GEORGE ALFRED, Arthog, Dolgelly, North Wales, QUARTY OWNER Jan 19 Pearson v Smith, Kekewich, J Robinson & Stannard, Eastcheap

WIGG, HENRY FRANCIS, Southport Jan 22 Wigg v Wigg, Registrar, Liverpool Wood & Co, Manchester

London Gazette.—FRIDAY, DEC. 22.

MORRIS, ELIZABETH, Fawcett st, Redcliffe gardens Jan 15 Browns v Browns, Chitty, J Browns, Church gate, Nottingham

NAVONE, DOMINIC, Slougham, Sumser, Gent Jan 18 Origone v Navone, Chitty, J Sanderson & Co, Queen Victoria st

WILLIAMS, ELIZA, Frodsham, Chester Jan 22 Diggle v Clarke, Registrar, Manchester Jeans & Morgan, Manchester

London Gazette.—TUESDAY, DEC. 26.

CREED, JOSEPH, Milton Clarendon, Somerset, Yeoman Jan 31 Barnes v Swanton, Kekewich, J Hughes, Bruton

PINE, ALFRED STURTON, and HENRY MICHELL MILLETT, Victoria st, Westminster, Engineers Jan 17 Batliff v Wheeler, Stirling, J. Wheeler, Queen Victoria st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 15.

AMIEL, ISABEL, Cheltenham Jan 17 Sutland & Quekett, Lincoln's inn fields

BODINGTON, JAMES HLAOCK, Edgbaston Jan 16 Gem & Co, Birmingham

BONNELLA, JAMES, Bury St Edmunds, Licensed Victualler Jan 12 Tempny & Co, Bedford row

CLAXTON, LYDIA, Stratford, Spinster Jan 20 Ford & Co, Bloomsbury sq

COLLETT, BETSY, Thorner, York Jan 1 Ward & Sons, Leeds

COLLETT, WILLIAM, Thorner, York, Farmer Jan 1 Ward & Sons, Leeds

COOPER, JOHN, Birmingham Jan 15 Gem & Co, Birmingham

COWAN, JOHN, Birmingham, Tailor Jan 16 Gem & Co, Birmingham

CREIGHTON, RICHARD, Hemsworth Jan 31 Williams & Co, Wakefield

DAVID, MARCAR, Esq, Bayswater March 1 Sanderson & Co, Queen Victoria st

DAWES, HENRY, Whiston, York, Farmer Jan 15 Pashley & Hodgkinson, Rotherham

DEAN, JOHN, Blackburn, Cotton Spinner Jan 10 Withers & Hargreaves, Blackburn

DUNNINGTON, JAMES, Bradford, Joiner Jan 13 Freeman, Bradford

HAARDLEICHER, JOHN SAMUEL, Lodenhall st, Merchant Jan 25 Michael Abrahams & Co, Old Jewry

HATTON, THOMAS, Bolton, Engineer Dec 30 Dutton, Bolton

HAWTHORNE, ANNE, Birmingham, Widow Jan 20 Smith & Co, Birmingham

HERMANN, JOSEPH, Whitechapel, Confectioner March 31 Slater, Finsbury pavement

HOLT, HARTLEY, Kxtwistle, Farmer Jan 31 Higgin, Burnley

HOFFINS, THOMAS WILLIAM, Plymouth, Printer Jan 8 Bond & Co, Plymouth

JUPE, REBECCA, Rntham, Widow Jan 13 Rutter & Rutter, Wincanton

KENYON, CHARLES, Rotherham, Confectioner Jan 31 Oxley & Coward, Rotherham

LAKER, EMMA, Brighton, Widow Feb 15 Carpenter & Sons, Laurence Pountney lane

LOW, HUGH, Enfield, Nurseryman Jan 18 Toque & Rody, Aldermanbury

LUMB, EMMA, Wakefield, Widow Feb 1 Mander & Co, Wakefield

LYNCH-BLOSSE, EVA LILIAN, Chelsea Jan 31 Tweed, Devereux bldgs

MOSS, BENJAMIN JEFFREY, Rotherham, Nail Manufacturer Jan 26 Oxley & Coward, Rotherham

MOXBRAY, GEORGE, Newcastle on Tyne, Gardener Jan 15 Shortt & Fenwick, Newcastle upon Tyne

NEWBER, THOMAS CHRISTIAN, Rotherhithe st Jan 11 Ramskill, Gt St Helens

NORMAN, WILLIAM HENRY, Chiswick, Gent Jan 31 Woodbridge & Sons, Serjeants' inn

PICKARD, ANN, Lancaster, Widow Dec 30 Hall & Co, Lancaster

POULSON, GEORGE, Skewen, nr Neath, Butcher Jan 12 Morgan & David, Neath

FRANCE, ROBERT ROOKE, Hampstead Jan 18 Franco, Bexhill on Sea

PRESTON, WILLIAM, Upper Haugh, York, Boot Maker Jan 26 Oxley & Coward, Rotherham

PRICE, DAVID, Gowerton, Glam Jan 15 Jones Lloyd, Barry Dock

RIMMEL, JOSEPH HENRI ERNEST, Finsbury pk, Perfumer Jan 13 Crouch & Co, Lawtence lane

ROGERS, MARY, Falmouth, Spinster Jan 20 Rogers, Falmouth

ROWE, WILLIAM, Clitheroe, Farmer Jan 15 Easthams & Holme, Clitheroe

RYMER, EDWARD, Kensington, Leather Merchant Feb 1 Gasquet & Metcalfe, Idol lane

SEARLE, RICHARD, Hackney, Gent Jan 18 Webb, Tottenham

STOKES, FREDERICK RICHARD, Stamford Jan 15 Paice & Cross, Farnival's inn

THORN, JAMES, Rochester, Builder Jan 15 Basset & Boucher, Rochester

WAITE, JOHN WILLIAM CARTWRIGHT, Pitsmoor, Butcher Jan 12 Vickers & Co, Sheffield

WARE, THOMAS, Battersea, Poulterer Feb 1 Comins, Gt Portland st

WILD, ADAM, Heywood, Lancaster, Tobaccoconist Dec 30 Banks & Maddock, Heywood

YATES, JOSEPH, Salford, Painter Jan 16 Butler, Broughton in Furness

London Gazette.—TUESDAY, DEC. 19.

ABBOTTS, RICHARD WILLIAM, Burton upon Trent, Maltster Feb 1 Small, Burton upon Trent

ARCH, JOHN, Lambeth, Builder Jan 31 Sherrard, Lincoln's inn fields

ARMITAGE, ELKANAH, Pendleton Jan 31 Sale & Co, Manchester

BEALL, THOMAS, Crouch End, Gent Feb 1 Jennings, Great Winchester st

BLAKLEY, WALTER WILLIAM, Newcastle upon Tyne, Secretary to Licensed Victuallers' Protection Society Jan 9 Mather & Co, Newcastle upon Tyne

CALLISON, WILLIAM, Manchester Dec 29 Wilson, Ashton upon Lyne

CHILVERS, ROBERT, Suffolk, Farmer Feb 1 Cross & Ram, Halesworth

DISMORE, JOHN, Homerton, Banker's Clerk Jan 20 Myatt, Abchurch lane

FADLER, ELLEN, Sheffield, Widow Jan 20 Webster & Strying, Sheffield

FIELDING, FANNY, Rochdale, Newsagent Jan 20 Wiles, Rochdale

FINDGATE, MARY ANN, Uxbridge, Widow Jan 24 Letts Bros, Bartlett's bldgs

FRANCIS, THOMAS, Carmarthen, Gent Dec 31 Barker & Co, Carmarthen

FREEMAN, EDWARD, Huddersfield Jan 22 Armitage & Sykes, Huddersfield

GREEN, GEORGE JOSEPH, Fingringhoe, Farmer Jan 5 Howard & Co, Colchester

GUEST, WILLIAM HENRY, Leigh, Cotton Spinner Jan 8 Widdows, Leigh

HAYTHORNWATTE, JOSEPH, Accrington, Potato Merchant Jan 31 Sandeman, Accrington

HILL, JAMES, Clapham rd, Ironmonger March 19 Charlton, St. Swithin's lane

HODGKINSON, MATTHEW WILLIAM, Chorlton on Medlock, Gent Jan 15 Schofield, Manchester

HORSFALL, THOMAS, Morley, Gent Feb 15 Scatcherd & Co, Leeds

IRISH, SARAH, Torquay Jan 19 Hacker & Michelmore, Newton Abbot

JONES, CHARLES EDWARD, Twickenham, Gent Jan 16 Jutsum, Finsbury pavement

KENYON, JOHN, Brynllwydwy, Montgomery, Surgeon Jan 20 Kenyon & Son, Thorne, via Doncaster

MACINTOSH, JAMES, Altham, Innkeeper Jan 15 Haworth & Broughton, Accrington

MARLEY, WILLIAM, Brompton Feb 1 Hores & Pattinson, Lincoln's inn fields

MORGAN, STEPHEN, Carmarthen, Gent Dec 31 Barker & Co, Carmarthen

PRICE, MARY ANN, Birmingham, Widow Jan 19 Thomas, Birmingham

RAMSEY, SARAH, Bradford, Spinster Jan 20 Atkinson, Bradford

RAFDORF, MARIA, Westbourne park, Widow Jan 31 Jackson & Wright, Lincoln's inn fields

SESTON, JOHN WILLIAM, Huddersfield, Surgeon Jan 13 Kidd & Bentley, Holmfirth

STACEY, WILLIAM, East Chillington, Farmer Jan 16 Head & Sons, East Grinstead
 STUCKEY, GEORGE, Cardiff, Contractor Jan 31 Ingledew & Rees, Cardiff
 SUSMAN, PAUL, Ardwick, Shipping Merchant Jan 30 Hinde & Co, Manchester
 SWALES, EMILY, York, Widow Jan 31 Turner, York
 TATHAM, GEORGE, Leeds, Leather Manufacturer Jan 30 Ford & Warren, Leeds
 TATTERSALL, JOHN, Bickley, Kent, Wine Merchant Jan 30 Robinson & Stannard, Eastcheap
 THOMPSON, JOHN DANIEL, Chamberwell Jan 15 Tumpney & Co, Bedford row
 TURNER, MARTHA, Ipswich Jan 16 Vessey, Ipswich
 UNDERWOOD, ADAM, Nottingham, Gent Jan 17 Maples & McCraith, Nottingham
 WARREN, GEORGE, Liverpool, Bookkeeper Jan 22 Whitley & Co Liverpool
 WATSON, EDWARD GILBERT, Belsize pk, Esq Feb 1 Sturt, Ironmonger lane
 WHITESIDE, RICHARD, Southport, Hotel Keeper Jan 30 Buck & Co, Southport
 WHITTAKER, JAMES, Birmingham, Tinman Mar 25 Thomas, Birmingham
 WILSON, THOMAS GEORGE, Castle Sowerby, Cumbrld, Esq Jan 15 Donald & Ostell, Carlisle
 WINDOY, JAMES, Chalford, Gloucester, Farmer Jan 6 Witchell & Sons, Stroud
 WOOD, WILLIAM, Oulton, Leeds, Colliery Proprietor Jan 26 Brown & Co, Wakefield
 WOOLLEY, ELIZABETH, Nottingham, Spinster Feb 1 Watson & Co, Nottingham
 WRIGHT, JOSEPH GEORGE, Willenden, Corn Merchant Feb 1 Taylor & Taylor, New Broad st

London Gazette.—FRIDAY, Dec. 22.

BAGOT, WILLIAM WALTER, Erdington, Warwick, Esq Jan 31 Smith & Co, Birmingham
 BAYS, ALFRED, Marlborough rd, Old Kent rd Jan 24 Ashbridge, Whitechapel rd
 BENBRIDGE, JAMES KERBERLING, Sheffield, Director Jan 31 Binney, Sheffield
 BIGGIN, EDWARD HENRY, Cursitor st, Solicitor Feb 1 Boydell, South sq
 BOWLES, WILLIAM, Charlton Jan 25 Fenn, Queen Victoria st
 BRIGGS, THOMAS, Manningham, Timber Turner March 1 Hutchinson & Sons, Bradford
 CLEMENTS, HARRY, Acton, Beerhouse Keeper Jan 31 Brown, Lincoln's inn fields
 COLES, JOSEPH HENRY, Kinson, Dorset Jan 15 Witt & Kemp Welch, Poole
 CONWAY, ELIZABETH, Pontrhydyryn, Mon, Spinster Feb 1 Colborne & Co, Newport, Mon
 COULSON, CATHERINE DUNLOP, Dorset sq Feb 3 Collinson & Prichard, Bedford row
 CRESSWELL, CHARLES ESTCOURT, Cheltenham Feb 7 Flux & Co, Leadenhall st
 DICKINSON, THOMAS, Friskney, Lincoln, Farmer Jan 1 Bassitt, Wainfleet
 DUDLEY, BENJAMIN WOOLLEY, Rangiora, N.Z. Jan 19 Bridges & Co, Red Lion sq

FITTON, WHITELEY SAM, Sowerby Bridge, Yorks, Jeweller Jan 22 Godfrey & Co, Halifax
 GREEN, SUSANNAH MARGARET, Lindridge, Widow Jan 9 Norris & Miles, Tenbury
 HARRISON, AGNES, Aigburth Jan 24 Avison & Co, Liverpool
 JONES, MARY, Liverpool, Widow Feb 1 A H Spink & Co, Liverpool
 KAY, GEORGINA, Sheffield, Widow Jan 31 Binney, Sheffield
 KENT, EDWARD, Clint, York, Farmer Jan 18 Kirby & Son, Harrogate
 KENTON, JOHN, Brynllwydwyn, Montgomery, Surgeon Jan 20 Kenyon & Son, Thorne
 KNIGHTS, DANIEL, Somerleyton, Coal Merchant Jan 31 Ellen & Holt, Lowestoft
 LEVINE, MARY ANN, Teddington, Widow Feb 14 Twisden & Co, Russell sq
 LLOYD, AUGUSTA MARY, Handsworth, Widow Jan 29 Westwood, Birmingham
 LOOM, JOHN, Peckham, Gent Jan 31 Lockyer & Avery, New Cross rd
 MITCHELL, WILLIAM, Pensance, Licensed Victualler Jan 31 Trythall & Bodilly, Pensance
 MOODY-WARD, RICHARD, Reading, Doctor Jan 20 Hubbard, Chancery lane
 NEUMKISTER, ADELE, Bryanston st, Hotel Keeper Jan 31 Lettis Bros, Bartlett's bldgs
 PAGE, ELIZABETH, Farnham Jan 25 Hollett & Co, Farnham
 PARKER, SARAH, Skipton, Yorks, Widow Jan 28 Granger & Askren, Leeds
 PITT, SAMUEL GARRAD, Madras Jan 19 Bridges & Co, Red Lion sq
 POTTER, HARRIET, Moseley, Widow Jan 27 Foster & Kendrick, Birmingham
 PRIDEAUX, CHARLES, Crown Hill, Devon, Esq Jan 18 Pridham, Plymouth
 RICHARDS, HARRIET JULIANA, St Peter's sq, Widow Jan 31 Carr, High Holborn
 RICH, MARIAN, Lewisham, Spinster Jan 31 Buttanshaw, Bodge row
 SCOTT, JOSEPH, Easington lane, Durham, Innkeeper Jan 16 Graham & Shepherd, Sunderland
 SPEED, SARAH, Liverpool, Widow Jan 20 Alsop & Co, Liverpool
 STOKES, MARY, Nottingham, Widow Feb 1 Pierce, Nottingham
 THOMSON, THOMAS, Upper Berkeley st, Baker Feb 1 Kingsbury & Turner, George st, Portman sq
 TURNER, MARTHA, Ipswich Jan 16 Kersey, Ipswich
 TYSON, WILLIAM, Oxtou, Stationer Jan 31 Lamb & Taylor, Birkenhead
 VINCENT, JANE, Camborne, Cornwall, Grocer Jan 20 Trevena & Holloway, Redruth
 WILEY, WILLIAM EDWARD, Erdington, Gent Jan 31 Smith & Co, Birmingham
 WILLIAMS, ELIZA, St Just in Penwith, Widow Jan 31 Trythall & Bodilly, Pensance
 WORDLEY, MARIANNE CHRISTIANA ISABELLA, Terrington, Yorks, Widow Feb 1 Hugh W & R Pearson, Malton

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 22.

RECEIVING ORDERS.

ADAMS, WILLIAM, Bristol, Baker Brick Pet Dec 20 Ord Dec 20
 AYTON, FREDERICK J, Barnsbury, Licensed Victualler High Court Pet Dec 5 Ord Dec 19
 BAILEY, GEORGE, Retford, Notts, Moulder Lincoln Pet Dec 19 Ord Dec 19
 BAINES, HERBERT DAVID, Leeds, Fish Dealer Leeds Pet Dec 19 Ord Dec 19
 BALLARD, SIDNEY, Godalming, Draper Guildford Pet Nov 2 Ord Dec 18
 BEANLAND, ALFRED, Bradford Bradford Pet Dec 19 Ord Dec 19
 BLAKEMORE, DANIEL, Worcester, Dealer in Musical Instruments Worcester Pet Dec 18 Ord Dec 18
 BOLTON, ROBERT FITZPATRICK, Campden Hill sq, Insurance Agent High Court Pet Dec 18 Ord Dec 18
 BOYLE, BENJAMIN PATRICK, Davenport, Veterinary Surgeon Northampton Pet Dec 15 Ord Dec 15
 BRIGHT, EDWARD BRADFORD, Pimlico, Gent High Court Pet Sept 5 Ord Dec 19
 BRYAN, FREDERICK AUGUSTUS, Stockton on Tees, Ironmonger Stockton on Tees Pet Dec 16 Ord Dec 16
 BUCHANAN, G A L, Colville ter High Court Pet Dec 2 Ord Dec 19
 CHILTON, FRANK, Luton, Engineer Luton Pet Dec 18 Ord Dec 18
 COHEN, SAMUEL, Hoxton, Jeweller High Court Pet Dec 18 Ord Dec 18
 CROWTHER, JOSEPH, Bradford, Fruit Salesman Bradford Pet Dec 18 Ord Dec 18
 CURTIS, MICHAEL EDWARD, Manchester, Mineral Water Manufacturer Manchester Pet Dec 19 Ord Dec 19
 DAVIES, WILLIAM, Pontcymmer, Glam, Quarryman Cardiff Pet Dec 19 Ord Dec 19
 DYSON, THOMAS, Oldham, Cab Proprietor Oldham Pet Dec 18 Ord Dec 18
 ESARD, JOHN, Sunderland, Confectioner Sunderland Pet Dec 19 Ord Dec 19
 GARDNER, JAMES, Dedden, Essex, Farmer Cambridge Pet Dec 9 Ord Dec 20
 GROVES, GEORGE, Leicester, Builder Leicester Pet Dec 18 Ord Dec 18
 HOLDSWORTH, GEORGE, Halifax, Timber Merchant Halifax Pet Dec 19 Ord Dec 19
 HOOD, HARRIET, Scarborough, Fruiterer Scarborough Pet Dec 20 Ord Dec 20
 HUGHES, WILLIAM BUTLER, Oxford, Lodging house Keeper Oxford Pet Dec 19 Ord Dec 19
 HUNT, SAMUEL GEORGE, Worcester, Innkeeper Worcester Pet Dec 19 Ord Dec 19
 ILLINGWORTH, WILLIAM HENRY, Cambridge, Builder Cambridge Pet Dec 18 Ord Dec 18
 ISOLS, JOHN WILLIAM, Sutton-on-Trent, Nurseryman Nottingham Pet Dec 18 Ord Dec 18
 JEFFERSON, SAMUEL AMBROSE, Kingston-upon-Hull, Engineer Kingston-upon-Hull Pet Dec 18 Ord Dec 18
 JOHNSON, MARK, Pickering, Tailor Scarborough Pet Dec 18 Ord Dec 18

LACEY, THOMAS, Kingston-upon-Hull, Milk Dealer Kingston-upon-Hull Pet Dec 19 Ord Dec 19
 LILLEY, WILLIAM, Nottingham, Fruit Dealer Nottingham Pet Dec 19 Ord Dec 19
 LINES, HENRY JOSEPH, Harlow, Essex, Farmer Hertford Pet Dec 19 Ord Dec 19
 LIPSTROT, JOHN BAILEY, Eccles, Laundry Engineer Manchester Pet Dec 18 Ord Dec 18
 LOCKHART, EDWARD, Wheatthamstead, Coal Merchant St Albans Pet Dec 18 Ord Dec 18
 LUCAS, WILLIAM MINNETT, Cardiff, Architect Cardiff Pet Nov 21 Ord Dec 18
 MCARWALLY, DAVID LANCASTER, Piccadilly, Clerk in Holy Orders High Court Pet Dec 1 Ord Dec 20
 MORRIS, JAMES, Newport, Mon Newport, Mon Pet Dec 19 Ord Dec 19
 MORTON, HENRY ESCH MACDONALD, Finsbury Park rd, Medicine Vendor High Court Pet Dec 19 Ord Dec 19
 PARKIN, EDWARD JAMES, Leeds, Cab Proprietor Leeds Pet Dec 18 Ord Dec 18
 PARSELL, GEORGE, Johnston, Pembroke, Carpenter Pembroke Dock Pet Dec 20 Ord Dec 20
 SCHARRER, WALTER, Finsbury pavement, China Importer High Court Pet Dec 19 Ord Dec 19
 STEVENSON, ROBERT, Preston, Woollen Draper Preston Pet Dec 8 Ord Dec 18
 STEWART, ANN, Blackpool, Wardrobe Dealer Preston Pet Dec 18 Ord Dec 18
 STOCK, HARRY, North Weald, Essex, Farmer Edmonton Pet Dec 20 Ord Dec 20
 THOMP, ARTHUR STANLEY, Manchester, Yarn Agent Manchester Pet Dec 18 Ord Dec 18
 VAUGHAN, WILMOT High Court Pet Oct 28 Ord Dec 18
 WATSON, JOHN, Bradford, Grocer Bradford Pet Dec 18 Ord Dec 18
 WITHERS, THOMAS, Leicester, Cooper Leicester Pet Dec 18 Ord Dec 18

FIRST MEETINGS.

ALLAN, WILLIAM RICHARDSON, Kingston upon Hull, Tobaccoist Jan 5 at 11.30 Off Rec, Trinity House lane, Hull
 AUSTIN, GEORGE, Oldham, Furniture Salesman Dec 29 at 11 Off Rec, Bank chambers, Queen st, Oldham
 BAILEY, GEORGE, Retford, Moulder Jan 4 at 12.30 Off Rec, 31, Silver st, Lincoln
 BARNHAM, CHARLES LOFTUS, Hitchin, Engineer Jan 3 at 4 Off Rec, St. Paul's sq, Bedford
 BARKER, WILLIAM, Bourne Fen, Lincoln, Farmer Jan 5 at 12 Law Courts, New rd, Peterborough
 BEANLAND, ALFRED, Bradford Jan 8 at 11 Off Rec, 31, Market row, Bradford
 BUTLER, WILLIAM CHESBY, Gt Grimsby, Auctioneer Jan 5 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 CALVERT, JAMES, Manchester, Photographer Jan 3 at 2.30 Ogden's chambers, Bridge st, Manchester
 CALVERT, THOMAS, Carlton Miniott, Yorks, Labourer Jan 8 at 11.30 Court house, Northallerton
 COOK, HENRY, Leeds, Tailor Dec 29 at 11 Off Rec, 22, Park row, Leeds
 COPE, ELIAS HALE, Berkeley, House Decorator Jan 1 at 3 Charles Scott, Berkeley, Gloucestershire

COX, SOBS, BUCKLEY, & Co, Maiden lane, Covent grln, Ecclesiastical Warehousemen Dec 23 at 11 Bankruptcy bldgs, Carey st
 CROFTON, JOSEPH, Bradford, Fruit Salesman Jan 4 at 12 Off Rec, 31, Manor row, Bradford
 CROZIER, JOHN ELLIOTT, Overton, Innkeeper Jan 3 at 2.30 Off Rec, 14, Chapel st, Preston
 DAVIES, WILLIAM GALE, Cardiff, Licensed Victualler Jan 9 at 11 Off Rec, 29, Queen st, Cardiff
 DE GALLATIN, JAMES, Old Windsor, of no occupation Jan 4 at 5 Off Rec, 26, Temple chambers, Temple avenue
 DILLON, THOMAS WELLSLEY, Cardiff, Engineer Jan 9 at 11.30 Off Rec, 29, Queen st, Cardiff
 DOWD, WILLIAM THOMAS, Dover, Builder Dec 23 at 11 Off Rec, 73, Castle st, Canterbury
 DUNLOWEY, ANTHONY, Ferryhill, Durham, Innkeeper Jan 9 at 12.30 Three Tuns Hotel, Durham
 FOSTER, JOHN EDWIN, Sowerby, Yorks, Grocer Jan 5 at 11.30 Court house, Northallerton
 FRYES, HENRY, Great Grimsby, Insurance Agent Jan 5 at 11.30 Off Rec, 15, Osborne st, Great Grimsby
 GILL, F, Whitechapel rd, Publican Jan 2 at 12 Bankruptcy bldgs, Carey st
 GRIFFIN, JAMES THEODORE, Hampstead, out of business Jan 3 at 12 Bankruptcy bldgs, Carey st
 GROVES, GEORGE, Belgrave, Builder Dec 29 at 3 Off Rec, 1, Bertrige st, Leicester
 HAY, ARTHUR, Yarborough, Farmer Jan 3 at 10.30 Off Rec, 15, Osborne st, Great Grimsby
 HENDRY, RICHARD, Sunderland, Shoemaker Dec 29 at 3 Off Rec, 25, John st, Sunderland
 HOLMAN, JOHN, Canterbury, Bricklayer Jan 5 at 9.30 Off Rec, 73, Castle st, Canterbury
 HUMBERTSON, MATTHEW EDWARD, Great Grimsby, House Furnisher Jan 5 at 10.30 Off Rec, 15, Osborne street, Great Grimsby
 HUNTLEY & Co, Stratford Market, Salesman Jan 2 at 11 Bankruptcy bldgs, Carey st
 HUTCHINSON, ROBERT, Patrick Brompton, Fruit Merchant Jan 8 at 11.30 Court house, Northallerton
 ILLINGWORTH, WILLIAM HENRY, Cambridge, Builder Jan 8 at 12 Off Rec, 5, Petty Cury, Cambridge
 JENKINS, GEORGE WILLIAM, Sebastopol, Mon, Tin Roller Dec 29 at 13.30 Off Rec, Gloucester Bank chambers, Newport, Mon
 JOHNSON, ARTHUR SINCLAIR, Eul's Court rd, Gent Jan 3 at 11 Bankruptcy bldgs, Carey st
 JONES, DAVID, St Dogmell's, Pembroke, Grocer Dec 30 at 11.30 Off Rec, 11, Quay st, Carmarthen
 LEIGHTON, DAVID ALEXANDER, Streatham Jan 2 at 11.30 24, Railway app, London Bridge
 LIPSTROT, JOHN BAILEY, Eccles, Laundry Engineer Dec 23 at 3 Ogden's chambers, Bridge st, Manchester
 LORREDALE, JAMES, Shipley, Yorks, Schoolmaster Dec 23 at 12 Off Rec, 22, Park row, Leeds
 NELSON, THOMAS MORICE, East Stonehouse, Captain Dec 29 at 11.30 Off Rec, 73, Castle st, Canterbury
 NIXON, THOMAS, Blackhill, Durham, Joiner Jan 3 at 12 Off Rec, Fink lane, Newcastle on Tyne
 NOYCE, GLADSTONE, Romsay, Grocer Dec 29 at 3 Off Rec, 4, East st, Southampton
 NUTH, ALBERT WILLIAM, Sturminster Newton, Bishops Jan 1 at 12.30 Off Rec, Salisbury

PEACOCK, THOMAS, Newcastle on Tyne, Market Gardener Jan 3 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 PERLERS, JAMES, Cowden, Kent, Pork Butcher Dec 29 at 1 Spencer & Hother, 66, Mount Pleasant, Tunbridge Wells
 RAMSAY, ALEXANDER ENTWISTLE, Cheltenham, Baronet Jan 4 at 2.30 County Court bldg, Cheltenham
 RICHARDS, EDWARD HAWKSWORTH, Loughborough, Tailor Dec 29 at 11 Off Rec, 1, Berridge st, Leicester
 RICHARDSON, JAMES, Crundale, Kent, Butcher Jan 5 at 9 Off Rec, 75, Castle st, Canterbury
 SARGANT, JOSIAH JOHN, Lexington, Surgeon Dec 29 at 12 Off Rec, 17, Hertford st, Coventry
 SCOTT, WILLIAM, Wandsworth, Builder's Foreman Jan 2 at 12 24, Railway app, London bridge
 SHEPHERD, JOHN WILLIAM, Morecambe, Joiner Jan 3 at 3 Off Rec, 14, Chapel st, Preston
 SMITH, J LAUREL, Uckington Jan 4 at 4 County Court bldg, Cheltenham
 SNAILMAN, THOMAS, Preston, Hay Dealer Jan 3 at 2 Off Rec, 14, Chapel st, Preston
 TAGG, JAMES WILLIAM, Tetterton St Clement, Farmer Jan 10 at 10.15 W B Whall, Market sq, King's Lynn
 TODD, JOHN ROBERT, Kingston upon Hull, Solicitor's Clerk Jan 5 at 11 Off Rec, Trinity House lane, Hull
 TURNER, HARRY SHADWELL, Villiers st, Ironmonger Jan 2 at 2.30 Bankruptcy bldg, Carey at
 WATSON, JOHN, Bradford, Grocer Jan 4 at 11 Off Rec, 31, Manor row, Bradford
 WILLIAMS, WILLIAM, Neyland, Pembro, Butcher Dec 30 at 11 Off Rec, 11, Quay st, Carmarthen
 WOOL, JAMES, Liverpool, Baker Jan 3 at 3 Off Rec, 26, Victoria st, Liverpool
 WORTH, BEN, Stalybridge, Corn Dealer Jan 11 at 12.45 Town Hall, Ashton under Lyne

ADJUDICATIONS.

BAILY, GEORGE, Retford, Moulder Lincoln Pet Dec 19 Ord Dec 19
 BAINES, HERBERT DAVID, Leeds, Fish Dealer Leeds Pet Dec 19 Ord Dec 19
 BARNETT, CATHERINE, Smethwick, Milk Seller West Bromwich Pet Dec 13 Ord Dec 18
 BEACH, JAMES CHARLES, Walworth rd High Court Pet Dec 5 Ord Dec 18
 BEANLAND, ALFRED, Bradford, Stuff Buyer Bradford Pet Dec 19 Ord Dec 19
 BOLTON, ROBERT FITZBOY, Campden hill sq, Insurance Agent High Court Pet Dec 18 Ord Dec 19
 BOYD, HENRY GEORGE, 81 Mary axe, Shipbroker High Court Pet Dec 25 Ord Dec 19
 BOYLE, BENJAMIN PATRICK, Davenport, Veterinary Surgeon Northampton Pet Dec 15 Ord Dec 15
 BRYAN, FREDERICK AUGUSTUS, Stockton on Tees, Ironmonger Stockton on Tees Pet Dec 16 Ord Dec 16
 CHILTON, FRED, Luton, General Engineer Luton Pet Dec 18 Ord Dec 18
 COX, STEPHEN, Kettering, Shoes Manufacturer Northampton Pet Dec 21 Ord Dec 12
 CROWTHER, JOSEPH, Bradford, Fruit Salesman Bradford Pet Dec 18 Ord Dec 18
 CURTIS, MICHAEL EDWARD, Manchester, Mineral Water Manufacturer Manchester Pet Dec 19 Ord Dec 19
 DAVIES, WILLIAM, Pontycymmer, Glam, Quarryman Cardiff Pet Dec 19 Ord Dec 19
 DILLON, THOMAS WELLSLEY, Cardiff, Engineer Cardiff Pet Dec 5 Ord Dec 18
 DOBSON, GEORGE, Parnth, Chemical Works Manager Cardiff Pet Dec 4 Ord Dec 18
 DYSON, THOMAS, Oldham, Cab Proprietor Oldham Pet Dec 14 Ord Dec 18
 ELLIS, JOHN LEWIS, Cardiff, Shipbroker Cardiff Pet Dec 16 Ord Dec 16
 EZARD, JOHN, Sunderland, Confectioner Sunderland Pet Dec 19 Ord Dec 19
 FORREST, JAMES, Walls st High Court Pet Sept 5 Ord Dec 18
 GROVES, GEORGE, Belgrave, Leicester, Builder Leicester Pet Dec 18 Ord Dec 18
 HALE, JOHN ARTHUR, Bedford row, Solicitor High Court Pet Nov 15 Ord Dec 16
 HOLDSWORTH, GEORGE, Halifax, Timber Merchant Halifax Pet Dec 19 Ord Dec 19
 HOOD, HARRIET, Scarborough, Fruiterer Scarborough Pet Dec 20 Ord Dec 20
 HOWARD, ROBERT ALLEN, Old Dalby, Leicester, Grazier Leicester Pet Nov 22 Ord Dec 11
 HUNT, SAMUEL GEORGE, Worcester, Innkeeper Worcester Pet Dec 19 Ord Dec 19
 ILLINGWORTH, WILLIAM HENRY, Cambridge, Builder Cambridge Pet Dec 18 Ord Dec 18
 ISGLE, JOHN WILLIAM, Sutton on Trent, Nurseryman Nottingham Pet Dec 18 Ord Dec 18
 JEFFERSON, SAMUEL, Ambrose, Kingston upon Hull, Engineer Kingston upon Hull Pet Dec 18 Ord Dec 18
 JOHNSON, ARTHUR SINGLAI, Earl's Court rd, Gent High Court Pet Nov 20 Ord Dec 19
 JOHNSON, MARK, Pickering, Tailor Scarborough Pet Dec 18 Ord Dec 18
 KENDALL, JOSEPH, Batrow in Furness, Solicitor's Clerk Ulverston Pet Nov 7 Ord Dec 30
 KESSELMAYER, WILLIAM JOHANNES, Bowdon, Insurance Agent Manchester Pet Nov 16 Ord Dec 20
 LACEY, THOMAS, Kingston upon Hull, Milk Dealer Kingston upon Hull Pet Dec 19 Ord Dec 19
 LEWIS, ALBERT, Gutter lane, Warehouseman High Court Pet Nov 20 Ord Dec 20
 LILLEY, WILLIAM, Nottingham, Fruit Dealer Nottingham Pet Dec 19 Ord Dec 19
 LITTON, JOHN BAILLY, Eccles, Laundry Engineer Manchester Pet Dec 18 Ord Dec 18
 LOCKHART, EDWARD, Wrenthamstead, Coal Merchant St Albans Pet Dec 18 Ord Dec 18
 MARSHALL, FREDERICK WILLIAM, Palmerston bldgs High Court Pet Sept 16 Ord Dec 18
 MORRIS, ARTHUR & PERKS, Dover st, Captain High Court Pet Oct 11 Ord Dec 20
 MORRIS, JAMES, Newport, Men Newport, Men Pet Dec 19 Ord Dec 19

MORTON, HENRY Enoch MACDONALD, South Horsey, Patent Medicine Vendor High Court Pet Dec 19 Ord Dec 19
 PARKES, EDWARD JAMES, Leeds, Cab Proprietor Leeds Pet Dec 18 Ord Dec 18
 PRITCHARD, JOHN, Blacuan Vesting, Grocer Portmadoc Pet Dec 4 Ord Dec 18
 RAYNE, T B, Clapham Junction, Builder Wandsworth Pet Oct 3 Ord Dec 18
 SCARBOROUGH, JOHN THOMAS, Leicester, Leather Merchant Leicester Pet Nov 25 Ord Dec 16
 SMITH, J LAUREL, Uckington, Cheltenham Cheltenham Pet Nov 14 Ord Dec 20
 SPYER, LOUIS, Moorgate st, Merchant High Court Pet Oct 16 Ord Dec 18
 SPITTLE, CHARLES BENJAMIN, Southsea, Postmaster Portsmouth Pet Nov 28 Ord Dec 20
 STEWART, R W, Wandsworth, Provision Dealer Wandsworth Pet Nov 29 Ord Dec 30
 STEWART, ALEX, Blackpool, Wardrobe Dealer Preston Pet Dec 18 Ord Dec 18
 STORRY, FRANCIS, Gracechurch st, Company Promoter High Court Pet Oct 30 Ord Dec 18
 STOCK, HARRY, North Weald, Essex, Farmer Edmonton Pet Dec 20 Ord Dec 20
 TAYLOR, ALFRED W S, Gent High Court Pet Oct 14 Ord Dec 18
 THORP, ARTHUR STANLEY, Manchester, Yarn Agent Manchester Pet Dec 16 Ord Dec 20
 TURNER, GEORGE LEWIS CHURCHILL, Solicitor High Court Pet April 20 Ord Dec 18
 WATSON, JOHN, Bradford, Grocer Bradford Pet Dec 15 Ord Dec 16
 WILKINSON, RICHARD, Hindley, Lancs, Mineral Water Manufacturer Wigan Pet Nov 27 Ord Dec 18
 WILLIAMS, WILLIAM RUSSELL, Albemarle st High Court Pet Sept 13 Ord Dec 18
 WINCHESTER, HENRY, Hurstmoor, Sussex, Builder Lewes Pet Dec 13 Ord Dec 18
 WITHERS, THOMAS, Leicester, Cooper Leicester Pet Dec 18 Ord Dec 19
 WOOL, JAMES, Liverpool, Baker Liverpool Pet Dec 8 Ord Dec 18
 WORTH, BEN, Stalybridge, Corn Dealer Ashton under Lyne Pet Dec 2 Ord Dec 18
 WRIGHT, JOSEPH, Luddenden, Cattle Dealer Halifax Pet Dec 14 Ord Dec 14

London Gazette—TUESDAY, Dec. 26.

RECEIVING ORDERS.

BALL, REUBEN, Nottingham, Licensed Victualler Nottingham Pet Dec 20 Ord Dec 20
 BOND, JOSEPH RODERHURST, Crewkerne, Builder Yeovil Pet Dec 21 Ord Dec 21
 BONE, JOHN, Neasham, Innkeeper Stockton on Tees Pet Dec 20 Ord Dec 20
 BORRIDGE, HENRY, Nottingham, Machine Dealer Nottingham Pet Dec 21 Ord Dec 21
 COCKER, HANLEY, Manchester, Mill Manager Oldham Pet Dec 20 Ord Dec 20
 DAVIES, DAVID, Ammanford, Timber Merchant Carnarthen Pet Nov 7 Ord Dec 18
 FUCHTER, FIDEL, Maidstone, Watchmaker Maidstone Pet Dec 21 Ord Dec 21
 FURTWANGLER, FRANCIS ADOLPH, Neath, Jeweller Neath Pet Dec 21 Ord Dec 21
 GAMBLIN, WILLIAM HENRY, Wisbech, Tent Manufacturer King's Lynn Pet Dec 21 Ord Dec 21
 HAW, WILLIAM, Bradford, Railway Clerk Bradford Pet Dec 21 Ord Dec 21
 HOLMES, THOMAS, Wingate, Builder Sunderland Pet Dec 9 Ord Dec 21
 JEFFRIES, THOMAS, Ulverston, Innkeeper Ulverston Pet Dec 21 Ord Dec 21
 LAZONY, THOMAS NICHOLAS, Stockton on Tees, Cycle Agent Stockton on Tees Pet Dec 20 Ord Dec 20
 LEE, CHARLES, Skipton, Grocer Boston Pet Dec 22 Ord Dec 22
 LINDFIELD, ARTHUR, Wandsworth, Builder Wandsworth Pet Dec 21 Ord Dec 21
 LONGHEAD, JAMES, Wakefield, Artist Wakefield Pet Dec 20 Ord Dec 20
 LONGMAN, JAMES, Winchester Winchester Pet Dec 21 Ord Dec 21
 MCCORMICK, FREDERICK, Ilkerton, Clerk in Holy Orders Derby Pet Dec 8 Ord Dec 21
 O'SHEA, W H, Victoria st, Gent High Court Pet May 30 Ord Dec 13
 PENN, JOHN BACH, Smethwick, Brewer's Agent West Bromwich Pet Dec 21 Ord Dec 21
 PETTY, FRANCIS, Reading, Dentist Reading Ord Dec 21 Ord Dec 21
 PHILLIPS, JOHN JOTHEAN, Swansea, Grocer Swansea Pet Dec 2 Ord Dec 21
 ROBINSON, GEORGE, Todmorden, Mattress Manufacturer Burnley Pet Dec 21 Ord Dec 21
 STEVENS, CATHERINE MARIA, Bournemouth, Court Milliner Poole Pet Nov 14 Ord Dec 21

FIRST MEETINGS.

GADDEN, JAMES, Debbin, Essex, Farmer Jan 8 at 12.15 Off Rec, 5, Petty Cur, Cambridge
 GOLDSTEIN, WOLFE, Newport, Mon, Pawnbroker Jan 3 at 12 Off Rec, Gloucester Bank chmbr, Newport, Mon
 HOLSWORTH, GEORGE, Halifax, Timber Merchant Jan 3 at 3 Off Rec, Cromley st, Halifax
 KLEIN, MOSES, Crutchedfriars, Wine Merchant Jan 4 at 11.30 24, Railway approach, London Bridge
 LAMBERT, WILLIAM, Lancaster, Glass Stainer Jan 3 at 3.45 Off Rec, 15, Chapel st, Preston
 LEVY, J, Bank bldg, Civil Engineer Jan 4 at 11 Bankruptcy bldg, Carey at
 MARGHERSON, THOMAS, Brampton, Quarry Owner Jan. 12 at 12.15 Angel Hotel, Chesterfield
 TUDOR, HENRY, Killamash, Builder Jan 12 at 12.45 Angel Hotel, Chesterfield

WHITCOMBE, FREDERICK SANDFORD, Birmingham, Land Surveyor Jan 9 at 11 23, Colmore row, Birmingham
 WILLIAMS, WILLIAM EVAN, Shoebush, Butcher Jan 5 at 3 Off Rec, 95, Temple chmbr, Temple avenue
 WILSON, CHARLES ROBERT, Derwent, Farmer Jan 3 at 11.30 Off Rec, County chmbr, Market place, Stockport
 WORTHINGTON, SAMUEL, Handsworth, Farm Labourer Jan 6 at 11 23, Colmore row, Birmingham

ADJUDICATIONS.

BALL, REUBEN, Nottingham, Licensed Victualler Nottingham Pet Dec 20 Ord Dec 20
 BIRT, PETER CHARLES, Islington, Salesman High Court Pet Nov 18 Ord Dec 21
 BONE, JOHN, Neasham, Durham, Innkeeper Stockton on Tees Pet Dec 19 Ord Dec 20
 BUTLER, WILLIAM GOSBY, Great Grimaby, Auctioneer Great Grimaby Pet Nov 13 Ord Dec 21
 CARRICK, LEWIS CHARLES, Fulham, Furrier High Court Pet Dec 7 Ord Dec 21
 COCKER, HANLEY, Manchester, Mill Manager Oldham Pet Dec 20 Ord Dec 20
 COWLING, JOHN, Wellingborough, Grocer Northampton Pet Oct 20 Ord Dec 19
 ELSON, ALFRED HOWARD, Walbrook, Accountant High Court Pet Nov 8 Ord Dec 21
 FORD, ANDREW, Stockton on Tees, Engineer Stockton on Tees Pet Nov 18 Ord Dec 19
 FUCHTER, FIDEL, Maidstone, Watchmaker Maidstone Pet Dec 21 Ord Dec 21
 FURTWANGLER, FRANCIS ADOLPH, Neath, Jeweller Neath Pet Dec 21 Ord Dec 21
 GADDEN, JAMES, Debbin, Essex, Farmer Cambridge Pet Dec 6 Ord Dec 21
 GAMBLIN, WILLIAM HENRY, Wisbech, Tent Manufacturer King's Lynn Pet Dec 21 Ord Dec 21
 HARKER, SIMON, Worth, Sussex, Grocer Tunbridge Wells Pet Dec 14 Ord Dec 21
 HAW, WILLIAM, Bradford, Railway Clerk Bradford Pet Dec 21 Ord Dec 21
 JEFFRIES, THOMAS, Ulverston, Innkeeper Ulverston Pet Dec 21 Ord Dec 21
 LAZONY, THOMAS NICHOLAS, Stockton on Tees, Cycle Agent Stockton on Tees Pet Dec 19 Ord Dec 20
 LEE, CHARLES, Skipton, Grocer Boston Pet Dec 22 Ord Dec 22
 LINDFIELD, ARTHUR, Wandsworth, Builder Wandsworth Pet Dec 21 Ord Dec 21
 LONGHEAD, JAMES, Wakefield, Artist Wakefield Pet Dec 20 Ord Dec 20
 LONGMAN, JAMES, Winchester Winchester Pet Dec 21 Ord Dec 21
 NIXON, THOMAS, Blackhill, Durham, Joiner Newcastle on Tyne Pet Nov 24 Ord Dec 21
 SCHARER, WALTER, Finabury pavement, China Importer High Court Pet Dec 19 Ord Dec 21
 TUDOR, HENRY, Billiter st, India Rubber Merchant High Court Pet Nov 20 Ord Dec 21
 TUBAUD, LOUIS, St John's Wood, Waxwork Modeller High Court Pet Oct 2 Ord Dec 21

SALE OF ENSUING WEEK.

Jan. 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., Life Policies, &c. (see advertisement this week, p. 4).

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